Town of Superior Town Council
Meeting Agenda
Tuesday, May 27, 2025
6:00 p.m.
Town Hall Council Chambers
124 E. Coal Creek Drive

The Council meeting will be held in person and online. Members of the public may participate in the meeting via Zoom or view the meeting on YouTube (closed captioning available). The recording of the Council meeting will be made available on YouTube and at SuperiorColorado.gov after the meeting.

1. Call to Order Meeting of Town Council (6:00 p.m.)

2. Preliminary Matters (6:00 p.m.)

    a. Pledge of Allegiance

    b. Roll Call

    c. Approval of Agenda

    d. Council Reports

    e. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comment are asked to state your name and the city you live in (limit 5 min./person)

3. Presentation
    a. 2024 Annual Comprehensive Financial Report and Auditor's Management Report/Governance Communication from CliftonLarsonAllen (6:25 p.m.)

4. Project Updates
    a. Rock Creek Parkway / Coal Creek Drive Roadway Improvements Project (6:40 p.m.)

5. Consent Agenda (7:25 p.m.)

a. Approval of Council Meeting Minutes
b. Acceptance of Committee Meeting Notes
c. Proclamation of Pride Month
d. Proclamation of Gun Violence Awareness Day
e. First Quarter 2025 Preliminary Financial Report
f. Consideration of Ordinance of the Town Council of the Town of Superior Repealing and Reenacting Section 8-1-70 of the Superior Municipal Code Regarding the Authority to Tow Vehicles (Second Reading)
g. Consideration of Resolution of the Town Approving Agreement for Community Park Playground Design Contract
h. Consideration of Resolution of the Town Council of the Town of Superior Approving IGA with CDOT for the McCaslin Boulevard Multiuse Path Project
i. Consideration of Resolution of the Town Council Approving a Settlement Agreement with Kyia Money
j. Airport Noise Report - April 2025
k. Consideration for Approval of Alcohol in Public Permit for Leah Longo

6. Consideration of Ordinance of the Town Council of the Town of Superior Approving an Application to Rezone Lots 1-6, Block Q Superior West – First Reading (7:35 p.m.)

7. Adjournment (11:00 p.m.)

Public comments regarding general Town Council agenda items that are not a public hearing should be submitted with sufficient time ahead of the meeting to allow an opportunity for Council Members to review.

ITEM NO. 3

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Presentation – 2024 Annual Comprehensive Financial Report and Auditor's Management Report/Governance Communication from CliftonLarsonAllen**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Jeff Stone, Finance Director**

PRESENTED FOR: **Presentation**

BACKGROUND:
The audited Annual Comprehensive Financial Report (ACFR) for the fiscal year ended December 31, 2024 and governance communication from the Town's auditor are enclosed for review by the Council.

For 2024, CliftonLarsonAllen (CLA) performed the audit of the Town of Superior financial statements. Again this year, the Town received an "unmodified" opinion from the auditors stating that the financial statements fairly present the financial position of the Town in conformance with generally accepted accounting principles. This is the highest statement of confidence issued by independent auditors of municipal governments.

Paul Niedermuller from CLA will present the 2024 financial report and governance communication to the Council.

Staff will continue to submit the ACFR to the Government Finance Officers Association (GFOA) for review as well. GFOA is an international organization whose mission is to enhance and promote the professional management of governmental financial resources by identifying, developing, and advancing fiscal strategies, policies, and practices for the public benefit. Superior has received GFOA's Certificate of Achievement for Excellence in Financial Reporting for the past 23 years. This award reflects that the ACFR satisfies both generally accepted accounting principles and applicable legal requirements as well as certifying the report is easily readable and efficiently organized. Staff is confident that the 2024 ACFR will also receive this Certificate.

RECOMMENDED ACTION:
Presentation of the 2024 Annual Comprehensive Financial Report, auditor's governance communication and internal control communication.

ATTACHMENTS:

- 2024 Annual Comprehensive Financial Report
- Auditor's Governance Communication
- Internal Control Communication

TOWN OF SUPERIOR
COLORADO



ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended
December 31, 2024

Town of Superior
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YEAR ENDED DECEMBER 31, 2024

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May 27, 2025

Honorable Mayor
Board of Trustees
Financial Investors & Analysts
Residents of the Town of Superior, Colorado:

We hereby proudly submit the Annual Comprehensive Financial Report (ACFR) of the Town of Superior, Colorado (Town) for the year ended December 31, 2024. Colorado statutes require that each city and town issue an annual report on its financial position and activities presented in conformance with generally accepted accounting principles (GAAP), and that the report be audited by an independent firm of certified public accountants. This ACFR meets and exceeds the requirements of the State statutes.

Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with Town management. To provide a reasonable basis for making these representations, management of the Town has established an internal control framework that is designed both to protect the Town's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Town's internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner that presents fairly the financial position and results of operations of the various funds and component units of the Town of Superior. All disclosures necessary to enable readers to gain an understanding of the Town's activities have been included.

The Town of Superior's financial statements have been audited by CliftonLarsonAllen LLP (CLA), a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of the Town for the fiscal year ended December 31, 2024 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the Town of Superior's financial statements for the fiscal year ended December 31, 2024 are fairly presented in conformity with GAAP.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the Government

Reporting Entity. The Town of Superior is the primary government defined in this report, but our financial reporting entity also includes three blended component units: Superior Metropolitan District No. 1 (SMD No. 1), Superior Urban Renewal Authority (SURA), and Superior McCaslin Interchange Metropolitan District (SMID). Blended component units are legally separate entities for which the primary government is financially accountable. Members of the Town Council also serve as the directors of these entities.

Blended component units are, in substance, part of the primary government's operations and are included as part of (or "blended in with") the primary government. Accordingly, the three funds of SMD No. 1 (Water, Sewer, and Storm Drainage Funds) are reported as enterprise funds of the Town of Superior. The SURA Downtown Superior and SMID Debt Service fund are reported among the Town's debt service funds, and the SMID Capital Fund is reported among the Town's capital project funds.

As of December 31, 2024, the Town was not responsible for other special districts operating within the Town boundaries, but worked in conjunction with them to provide a complete level of services to residents. These include Boulder Valley School District, Boulder County, Northern Colorado Water Conservancy District, Mile High Flood District, the Mountain View Fire Rescue, Louisville Fire Protection District, Superior Town Center Metropolitan District Nos. 1-3, Lanterns Rock Creek Metropolitan District and Coalton Metropolitan District. These governments are independent of the Town of Superior and have their own elected officials and taxing authorities. Therefore, they were not part of the primary government or this report.

Governmental Structure. Located between the Denver-Boulder turnpike (U.S. 36) to the north and State Highway 128 to the south, the Town of Superior sits mostly in Boulder County with a small, undeveloped, southern portion in Jefferson County. The City of Boulder is five minutes to the northwest, downtown Denver is thirty minutes to the southeast, and Denver International Airport is forty minutes to the east. The Town's planning area comprises approximately 4.25 square miles.

Superior was founded in 1896 and incorporated in 1904. The Town's name reportedly represents the "superior" quality of coal found in the area in the late 1800's. Mining ceased in 1945, and the Town evolved into a quiet ranching and farming community with a population hovering around 250 until the mid-1980's. At that time, the Town approved a proposed development southeast of the original town that would allow for new residential development and the creation of water and sewer treatment plants. This major new growth area is known as Rock Creek Ranch and increased Superior's population to approximately 12,500. The development includes two public schools, two small recreation centers, and extensive parks, trail and open space systems. In 2015, development in Downtown Superior started. The first phase included the Sport Stable Complex (opened 2016) a recreation/sports facility that includes two and a half sheets of ice, an indoor turf field, basketball courts, Impact Sports, batting cages, golf simulator and several restaurants. Future phases included in-line retail (2017), a Medical Office building (2018), Tesla sales and service center (2020), and high quality residential development.

The Town of Superior is a home rule town with a council-manager form of government. Policy making and legislative authority are vested with the Town Council. The Council consists of a mayor and six trustees; all elected by popular vote of the residents to staggered four-year terms. The Town's Council is responsible, among other things, for setting policy, passing ordinances, adopting the budget, appointing committees, and hiring the Town Manager, Town Clerk, Town Attorney and Municipal Court Judge.

The Town Manager is responsible for carrying out the policies and ordinances adopted by the Board, for overseeing the day-to-day operations of the government, and for appointing the department heads, other staff and contractors to provide services to the residents. The Town of Superior provides many government services including water, sewer, and storm drainage utilities, community services, special events, community planning and development, police protection, building inspection, code enforcement, municipal court, trash and recycling, recreation services, and maintenance of streets, roads, parks, trails and open space.

Major Initiatives. The Town completed multiple projects in 2024 that will enhance its ability to provide services to its residents. Some of the projects that helped make this possible are:

- **Enhance Financial Stability and Business Retention –** Ensure the Town's long-term financial stability by diversifying revenue streams, reducing and restructuring of existing debt, pursuing financial self-sufficiency of utility operations, and supporting local businesses. To this end, the Downtown Superior development was approved in 2013. This pedestrian oriented, 157 acre mixed use development is planned to include (1) private indoor recreation, (2) medical office building, (3)

Town square and pedestrian promenade, (4) hotels, (5) office buildings, (6) commercial/retail, (7) attached and detached residential, (8) multi-use playing fields, (9) other passive and active recreation areas, (10) pedestrian and bicycle trails, (11) civic space, and (12) open space. The first phase of construction began in 2015, starting with the Superior Sport Stable complex which opened in spring 2016. Subsequent construction included in-line retail, a Medical Office building, a Tesla sales and service center, and high-quality residential development. Downtown Superior and other select/limited developments generate new one-time and on-going revenues.

The Town Board continues to work on revenue diversification, including analysis through the budget review process of the Town's long-term financial models and reserve policies. The Town's general property tax mill levy in 2024 was 12.127 (which reduces the mill levy credit).

Consistent with Superior's long-term financial modeling and to maintain enterprise status for the Town's utility operations, water and wastewater service fees were increased by 7.5%. The Town continues to actively reduce existing outstanding debt and other long-term financial obligation.

- **Provide Excellent Public Services and Public Infrastructure** – Continue to expand and improve services and infrastructure by prioritizing and funding infrastructure and service needs, and to pursue service-sharing opportunities and partnerships for regional infrastructure improvements including:
    - Town wide street replacement and maintenance primarily focused on Rock Creek Parkway, slurry seals, and other repairs and maintenance, totaling over $4.1 million in 2024
    - Playground, shade, park improvements, xeriscape projects.
    - Rebuild of big and little Sagamore and Children's parks
    - Open space land purchases along Coal Creek, with support from The Conservation Fund as they are in a flood zone
    - Continued partnership in the Windy Gap Firming Project for future water storage
    - Design for Public Works and Parks maintenance and operations building
    - Ongoing capital improvements at Water treatment plant
    - Continued capital improvements to other infrastructure maintenance and repair projects, parks, recreation and new trail amenities, and investments in fleet and equipment.

- **Engage Residents through Outreach and Marketing** – Explore and initiate methods that will continuously improve education, communication and meaningful dialog between the Town, its residents, homeowners' associations, and advisory groups, in order to maintain and improve our quality of life and aid in decision-making that benefits the Town as a whole. An annual "State of Superior" presentation allowing resident to discuss Town items with the Mayor and Town Manager was held. Projects included web streaming of public meetings in real time, with on-line viewing and listening available following each meeting on the Town's web page. Meeting archives are available indefinitely. Superior continues to utilize a variety of communication channels to encourage community engagement and participation.

- **Strategically Manage and Enhance Open Space, Parks and Trails** – Augment natural and developed open space and parks within the Town through strategic acquisitions, development and management:
    - Maintenance of Town Open Space
    - Continued Open Space coordination and education

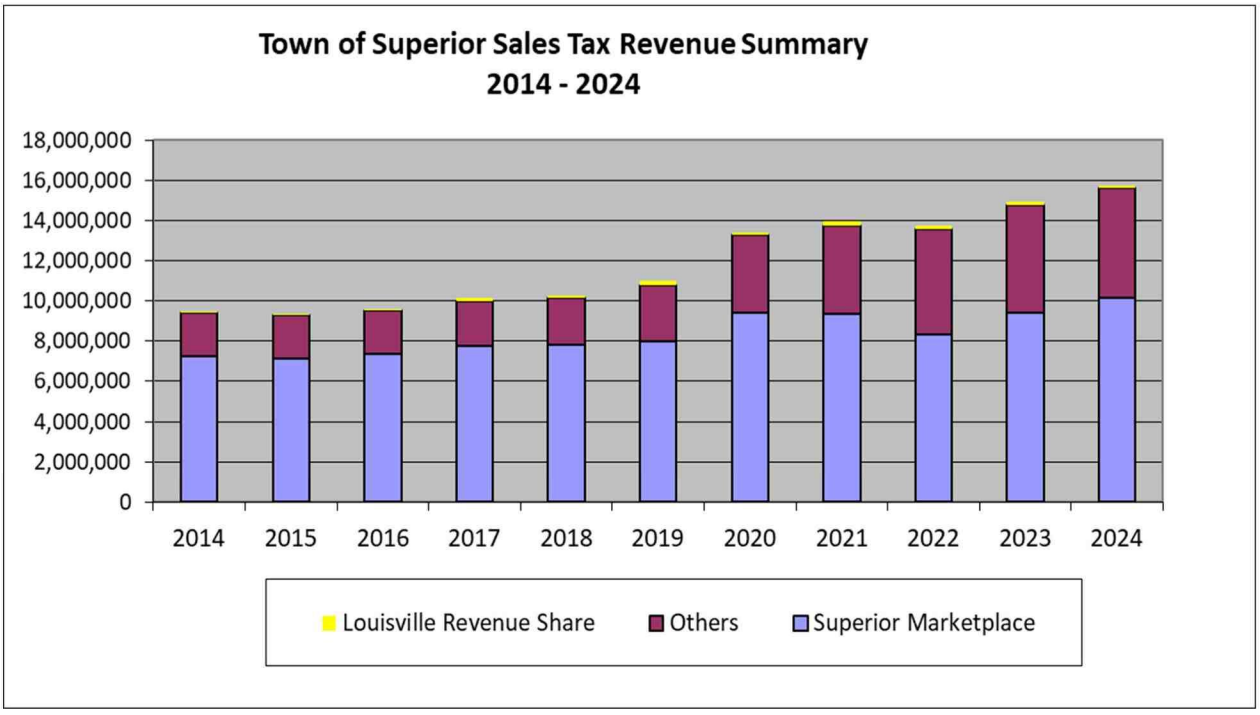
- **Promote and Manage Development Opportunities** – Review development opportunities in a timely manner, reconciling public and private interest so that growth achieves the Town's long-term vision as stated in the Town's Comprehensive Plan (Updated 2012):
    - Continued business retention and attraction program
    - Pursue revitalization of the Superior Marketplace and integrate the Marketplace with the development of the Rogers Property and Downtown Superior
    - Oversee additional development including Main Street Downtown Superior, Superior Shores Resolute Commercial, and Rogers Farm Phase II properties.

- **Support and Encourage Environmental Sustainability** – Continue implementation through energy initiatives, promotion of water and energy conservations efforts, and possible expansion of Town programs and incentives including:
    - Residential water irrigation audits and a rebate program intended to replace high water flow shower fixtures, toilets, dishwashers, washing machines, WaterSense certified smart sprinkler controllers and rotary high efficiency sprinkler nozzles
    - Continued xeriscape enhancements.
    - Continued building permit fee credits for residential installations of solar photovoltaic systems
    - Town Board and Superior's Advisory Committee for Environmental Sustainability (ACES) to expand the community's recycling and conservation efforts though education and promotion of Town programs

Factors Affecting Financial Condition

Local Economic Condition and Outlook. The Town continues to recover from the Marshall Fire sales tax and other revenues continue to recover as displaced residents return and new development continues in Town. The Town incurred rebuilding costs, partially offset by FEMA, State of Colorado and insurance reimbursements. The Town's financial reserves have served to cover these temporary revenue shortfalls and unreimbursed expenses. Even with the impacts of the Marshall Fire, all indications suggest that the long-term financial well-being of the Town will remain strong.

The local economy will continue to grow through residents rebuilding and new development happening in Downtown Superior. The Town has one regional (Superior Marketplace) and two local retail developments containing Target, Costco, Ethan Allen, PetSmart, Stickley Furniture, TJ Maxx, Michael's, Safeway, Whole Foods, restaurants and smaller in-line shops. In addition, business offices, medical offices and banking services are available in Superior. In 2024, Town sales tax revenues, the principal funding source for Governmental operations, were 6.02% higher than 2023. In the preparation of the 2024 budget the Town estimated an increase in sales tax of 7.5%, so while that goal wasn't reached, it is another healthy rebound from the Marshall Fire. Staff will continue to closely monitor tax and utility revenues and make any operating and capital changes that are necessary. Superior continues to work aggressively to diversify its revenue and tax base to insure long term fiscal stability.



As the national economy continues to grow, Boulder County regional economic measures exceed state and national statistics. In 2023 (latest data available), per capita personal income in Boulder County ($100,242) was 25% higher than Colorado per capita income ($80,068) and 44% higher than per capita income for the United States ($69,810). In December 2024, the unemployment rate in Boulder County was 4.0%, while the Colorado rate was 4.6% and the national rate was 4.1%. Boulder County's major employers within close proximity to the Town of Superior include computer hardware and software manufacturers, general manufacturers, communications providers, wholesale and retail trade, finance, insurance, and real estate, business services, health services, engineering and management services, universities, and several local governments and school districts.

Long-term Financial Planning. The Town Board and management actively seek to complete approved development projects to ensure the continued economic vitality and high quality of life found in the Town of Superior. The largest of these developments, Downtown Superior, is creating an urban village transit-oriented community with professional office space, specialty retail, quality dining and entertainment options, hotel, housing, walking trails, and recreation amenities all with access to a bus rapid transit line between Boulder and Denver as well as regional trail connectivity. This project, at the Town's northern border, will complete the development of one of the final large commercial parcels within the Town, and broaden the revenue base of the Town. Phases in progress include main street development with retail/commercial spaces on the ground floor with residential units above.

Awards and Acknowledgements

Awards. The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town of Superior, Colorado for its annual comprehensive financial report for the fiscal year ended December 31, 2023. This was the 23rd consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgements. We would like to express our appreciation to CliftonLarsonAllen LLP, (CLA) for their assistance and contributions to the preparation of this report. Additionally, special recognition is given to Valerie Webb, Accounting Manager and Kim Dawson, Accounting Technician for their efforts in the preparation of this report. We also appreciate Mayor Mark Lacis and the Town Council for their interest and support in preparing this Annual Comprehensive Financial Report for the Town of Superior, Colorado.

Respectfully submitted,



Matthew G. Magley
Town Manager



Jeff Stone
Finance Director



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Town of Superior
Colorado

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

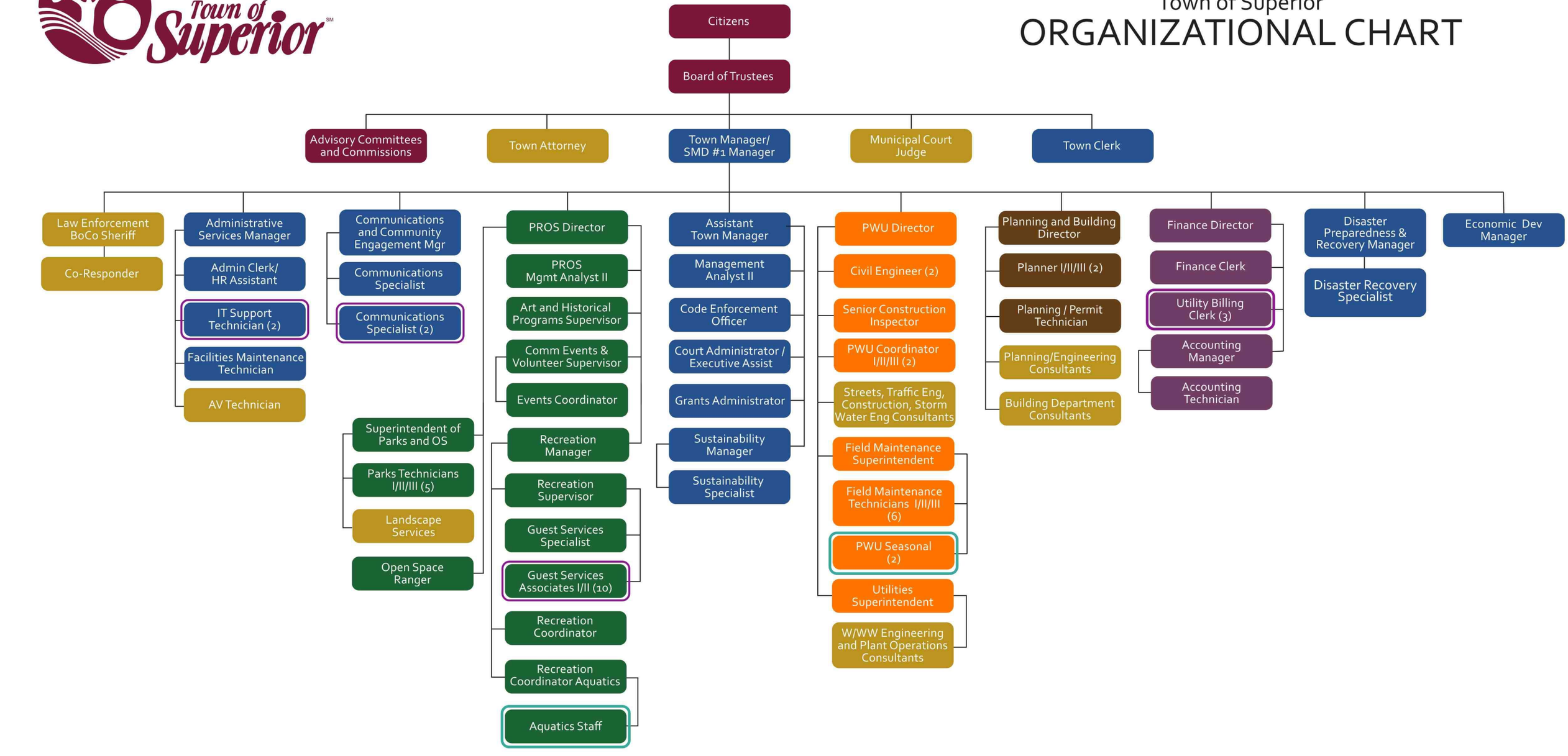
December 31, 2023

Christopher P. Morrill

Executive Director/CEO

Town of Superior

ORGANIZATIONAL CHART



TOWN OF SUPERIOR, COLORADO

LIST OF PRINCIPAL OFFICIALS

December 31, 2024

Elected Officials

Mayor..... Mark Lacis
Mayor Pro-Tem.....Jason Serbu
Council Member ..... Heather Cracraft
Council Member ..... Mike Foster
Council Member .....Jenn Kaaoush
Council Member ..... Stephanie Miller
Council Member .....Neal S Shah

Appointed Officials

Town Manager..... Matt Magley
Assistant Town Manager .....Martin Toth
Finance Director .....Jeff Stone
Parks, Recreation, and Open Space Director ..... Leslie Clark
Public Works and Utilities Director ..... Brannon Richards
Town Clerk ..... Lydia Yecke
Town Attorney .....Nicholas A Hartman; Hoffman, Parker, Wilson & Carberry, P.C.

Finance Department Staff

Accounting Manager..... Valerie Webb
Accounting Technician .....Kim Dawson

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Town Council
Town of Superior
Superior, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Superior, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town of Superior's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Superior, as of December 31, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town of Superior and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Superior's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Town of Superior's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Town of Superior's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, general fund budgetary comparison schedule, and open space budgetary schedule as listed in the table of contents be presented to supplement the basic financial statements be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Superior's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary schedules, local highway finance report, and schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual nonmajor fund financial statements, budgetary schedules, local highway finance report, and schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 2, 2025 on our consideration of the Town of Superior's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Superior's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town of Superior's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
May 2, 2025

Management's Discussion and Analysis

This discussion and analysis of the financial performance of the Town of Superior, Colorado provides an overview of financial activities for the fiscal year ended December 31, 2024. Please read it in conjunction with the transmittal letter and financial statements.

FINANCIAL HIGHLIGHTS

- The Town's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources at the close of the fiscal year by $248,316,499 (net position). Of this amount, $40,044,076 (unrestricted net position) may be used to meet the Town's ongoing obligations to residents and creditors.
- The Town's total net position increased by $10,688,912. The increase came from a variety of factors including an increase in property taxes, as well as new capital assets. A portion of the increase also came from a reduction in principal and interest payments. The General Fund had a decrease in fund balance, $1,373,490. The Town's revenue exceeded expenditures by $4,376,510 and $5,750,000 was the planned transfer to the Capital Improvement Fund, leading to a net decrease in fund balance. Other funds net position changed as follows: Capital Improvement Fund decrease $438,127, Open Space Fund decrease $57,302, Conservation Trust Fund decrease $131,683, Trash and Recycling Fund increase $11,663, and Class One Landscape Fund increase $48,255. The SMID Capital fund had a planned decrease of $77,864.
- As of December 31, 2024, the Town's governmental funds reported combined ending fund balances of $14,558,277, a decrease of $2,038,850 from the prior year. Over 47% of this total amount, $6,876,441, is available for spending in future years at the discretion of the Town Council (unrestricted, unassigned fund balance).
- As of December 31, 2024, the unrestricted fund balance for the General Fund was $6,876,441, about 2.5 million less than prior year. The decreased fund balance is still within the range set by the Town's reserve policy.
- Total Sales and Use Tax revenues decreased marginally by 0.79% in 2024.
- The Town of Superior's total debt decreased by $3,205,197 during the year. This includes principal payments of $335,000 by SMID, $375,000 by the Town for the Open Space Revenue Bonds, $285,000 and $210,000 by the Town for Certificates of Participation (COPs). Bond Premium of the SMID debt was reduced by $86,512. Lease payable was reduced by $129,999. SMD No. 1 long-term debt reduced by $1,575,000 during the year due to the payment of principal. SMD No. 1 (Sewer) debt also decreased by $196,610 due to payment of principal. Bond Premium of the Sewer (CWRPDA) debt was reduced by $12,076. Accrued compensated absences increased by $479,183, primarily due to the addition of sick leave balances as required by GASB 101.

USING THIS ANNUAL REPORT

This discussion and analysis is intended to serve as an introduction to the Town of Superior's basic financial statements. The Town's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the Town's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *Statement of Activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Town include general government, public safety, building inspections, parks, recreation, open space and public works. The business-type activities of the Town include water, sewer, Original Town sewer, and storm drainage operations.

The government-wide financial statements include not only the Town of Superior itself (known as the primary government), but also three legally separate entities for which the Town is financially accountable: Superior Urban Renewal Authority (SURA), Superior McCaslin Interchange Metropolitan District (SMID), and Superior Metropolitan District No. 1 (SMD No. 1). Although legally separate, these entities function for all practical purposes as departments of the Town, and therefore they have been included as integral parts of the primary government.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town of Superior, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: Governmental Funds and Proprietary Funds.

Governmental Funds – Most of the Town's basic services are reported in governmental funds, which focus on how money flows into and out of those funds. The unrestricted, unassigned fund balances left at year-end are available for spending in future years. The funds are reported using the modified accrual method of accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view to cash, operations, and basic services provided. Governmental fund statements show the reader whether there are more or fewer financial resources available at the end of a fiscal year that can be spent to finance government programs.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

The Town of Superior maintains eleven individual governmental funds. Information is presented by fund name in the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances for four of the eleven that meet the criteria to be designated as major funds. The rest (Conservation Trust Fund, Trash and Recycling Fund, Class One Landscape Fund, Open Space Debt Service Fund, SMID Debt Service Fund, SMID Capital Fund, and Marshall Fire Recovery Fund) are combined into a column titled "Nonmajor Governmental Funds." Annual budget appropriations are adopted for each of these funds and budgetary comparisons are provided to demonstrate compliance with budgets.

Proprietary Funds – The Town's utility services are reported in proprietary funds; they focus on overall economic position rather than year-end fund balances. Enterprise funds are the type of proprietary funds used to account for each of the Town's four utilities: Water, Sewer, Storm Drainage, and Original Town Sewer. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements, only in more detail.

Notes to the Financial Statements
The notes section provides additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. This can be found immediately after the basic financial statements.

Supplementary Information
Combining statements for the Nonmajor funds and budgetary comparison schedules are provided after the Notes to the Financial Statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of a government's financial position. In the case of the Town of Superior, assets exceeded liabilities by $248,316,499 at the close of 2024.

Town of Superior's Net Position

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets						
Current and other assets	30,586,607	31,320,061	31,101,805	29,017,018	61,688,412	60,337,079
Capital assets	121,414,325	117,282,579	110,161,088	105,829,138	231,575,413	223,111,717
Total assets	$152,000,932	$148,602,640	$141,262,893	$134,846,156	$293,263,825	$283,448,796
Deferred Outflows of Resources						
Loss on Debt Refunding, Net of Accum. Amortization	-	36,870	9,332	19,513	9,332	56,383
Liabilities						
Long-term debt outstanding	13,531,717	14,474,045	12,902,737	14,686,423	26,434,454	29,160,468
Other liabilities	2,391,450	2,222,877	4,234,366	3,730,862	6,625,816	5,953,739
Total liabilities	$15,923,167	$16,696,922	$17,137,103	$18,417,285	$33,060,270	$35,114,207
Deferred Inflows of Resources						
Leases	101,652	126,875	-	-	101,652	126,875
Property taxes	11,794,736	10,636,510	-	-	10,794,736	10,636,510
Total Deferred Inflows of Resources	$11,896,388	$10,763,385	$-	$-	$11,896,388	$10,763,385
Net position						
Net investment in capital assets	107,901,451	102,817,604	96,532,972	90,927,094	204,434,424	193,744,698
Restricted	3,837,999	4,038,084	-	-	3,837,999	4,038,084
Unrestricted	12,441,927	14,323,515	27,602,150	25,521,290	40,044,076	39,844,805
Total net position	$124,181,377	$121,179,203	$124,135,122	$116,448,384	$248,316,499	$237,627,587

By far the largest portion of the Town's net position (82.3%) reflects its net investment in capital assets such as land, water rights, buildings, machinery, and equipment. The Town uses these capital assets to provide services to residents and businesses; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of net position (1.5%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position, $40,044,076, is unrestricted and may be used to meet the Town's ongoing obligations to residents, businesses, and creditors.

At the end of 2024, the Town is able to report positive balances in all three net position categories, both for the government as a whole, as well as for its separate governmental and business-type activities (see table above).

Governmental Activities

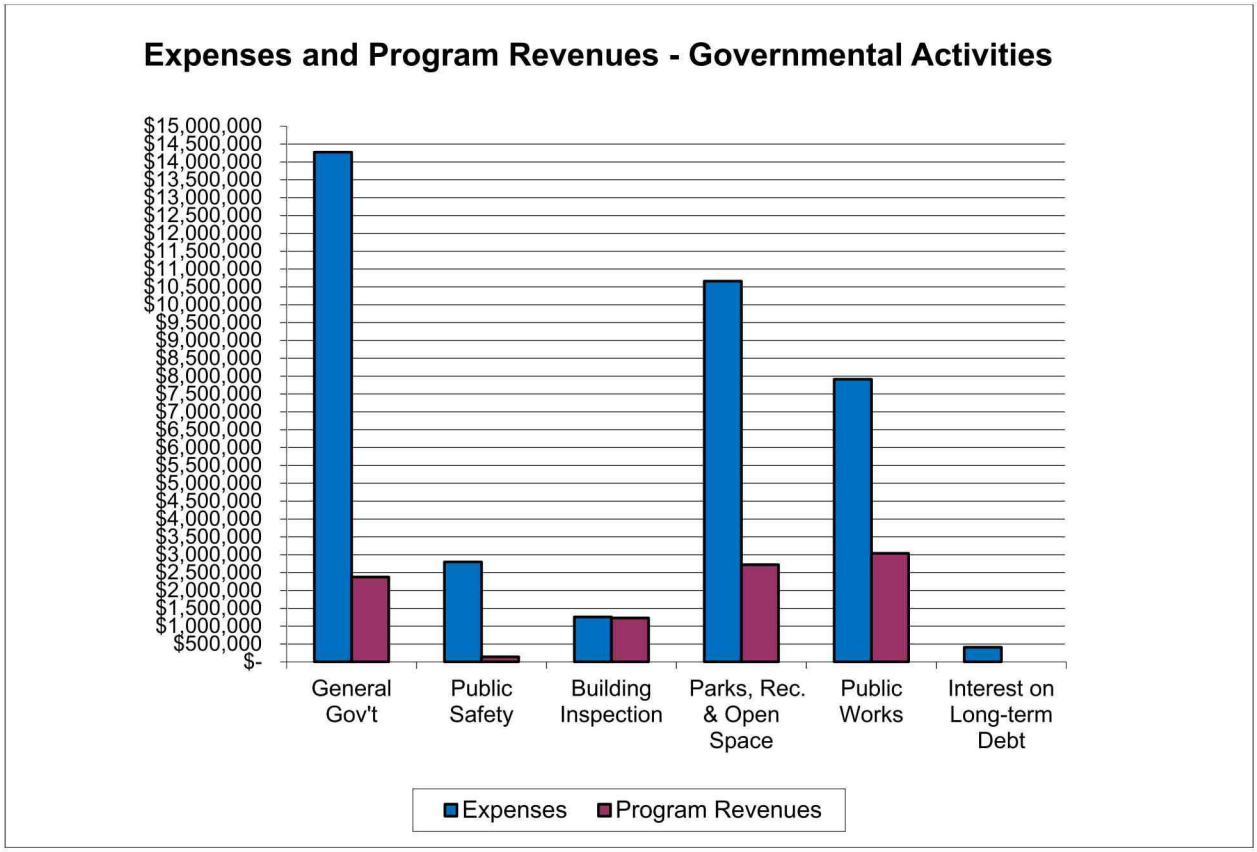
Governmental activities increased the Town's net position by $3,002,174, accounting for 28% of the total growth in the net position of the Town. The increase in revenue is primarily attributable to the increase in mill levy from 9.43 to 13.627, which generated an additional $3,935,772 (55.5%) in property taxes collected.

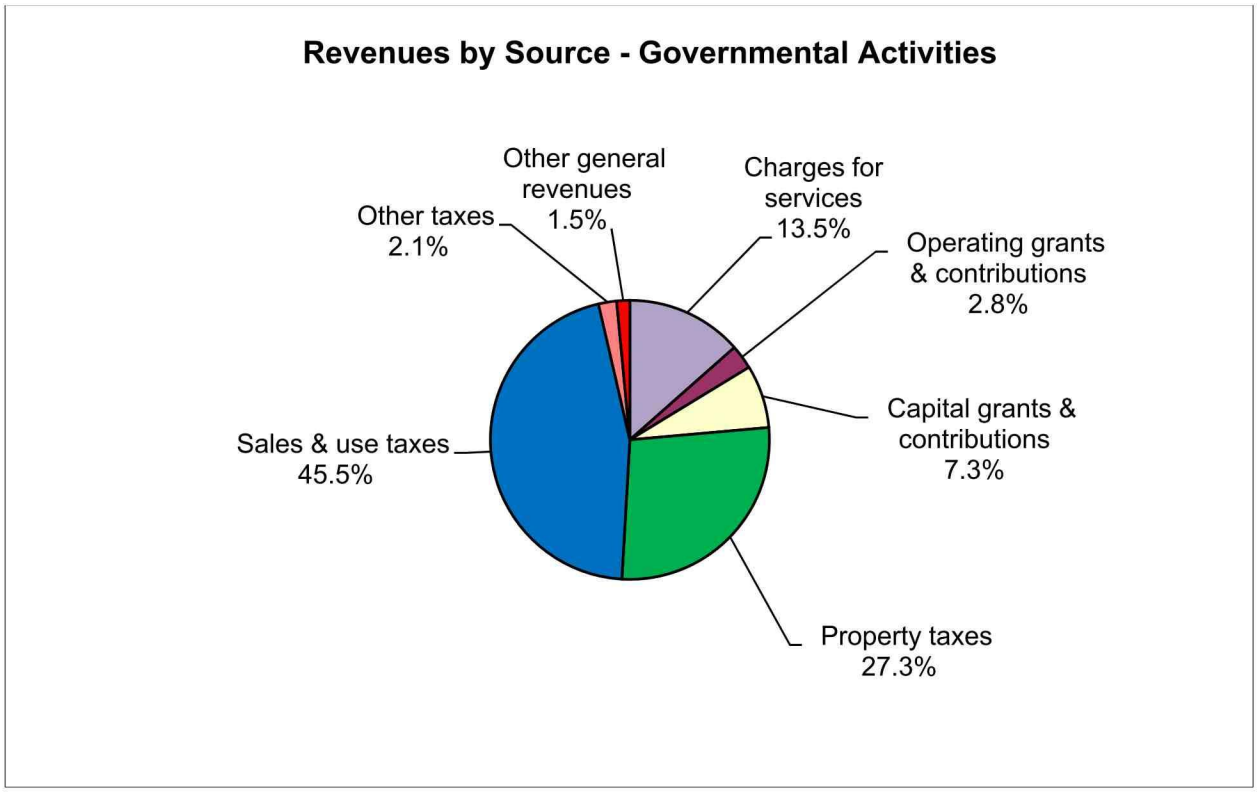
Governmental program expenses were up $4,203,544 (12.7%), with the most significant increases in general government and parks, recreation, and open space. These areas experienced the addition of new positions and an overall increase in program expenses.

Town of Superior's Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2024	2023	2024	2023	2024	2023
Program revenues:						
Charges for services	5,432,604	5,931,063	6,327,992	5,272,166	11,760,596	11,203,229
Operating grants & contributions	1,134,777	2,078,868	(182,663)	3,779,792	952,114	5,858,660
Capital grants & contributions	2,938,106	3,178,210	8,262,996	5,126,496	11,201,102	8,304,706
General revenues:						
Property taxes	11,018,166	7,082,394	-	-	11,018,166	7,082,394
Sales & use taxes	18,327,265	18,473,514	-	-	18,327,265	18,473,514
Other taxes	847,937	707,824	-	-	847,937	707,824
Other general revenues	610,830	645,796	1,086,849	1,025,606	1,697,679	1,671,402
Total revenues	$40,309,685	$38,097,669	$15,495,174	$15,204,060	$55,804,859	$53,301,729
Program expenses:						
General government	14,272,336	12,569,578	-	-	14,272,336	12,569,578
Public safety	2,796,247	2,235,396	-	-	2,796,247	2,235,396
Building inspection	1,254,936	1,493,125	-	-	1,254,936	1,493,125
Parks, recreation, open space	10,660,998	8,779,825	-	-	10,660,998	8,779,825
Public works	7,913,358	7,605,822	-	-	7,913,358	7,605,822
Interest on long-term debt	409,636	420,221	-	-	409,636	420,221
Water	-	-	4,024,138	4,336,823	4,024,138	4,336,823
Sewer	-	-	2,726,661	2,726,947	2,726,661	2,726,947
Storm drainage	-	-	1,057,637	1,090,074	1,057,637	1,090,074
Total expenses	$37,307,511	$33,103,967	$7,808,436	$8,153,844	$45,115,947	$41,257,811
Change in net position	3,002,174	4,993,702	7,686,738	7,050,216	10,688,912	12,043,918
Net Position, Beginning	121,179,203	116,185,501	116,448,384	109,398,168	237,627,587	225,583,669
Net Position, Ending	$124,181,377	$121,179,203	$124,135,122	$116,448,384	$248,316,499	$237,627,587

The following two charts illustrate Governmental Activities revenues and expenses.

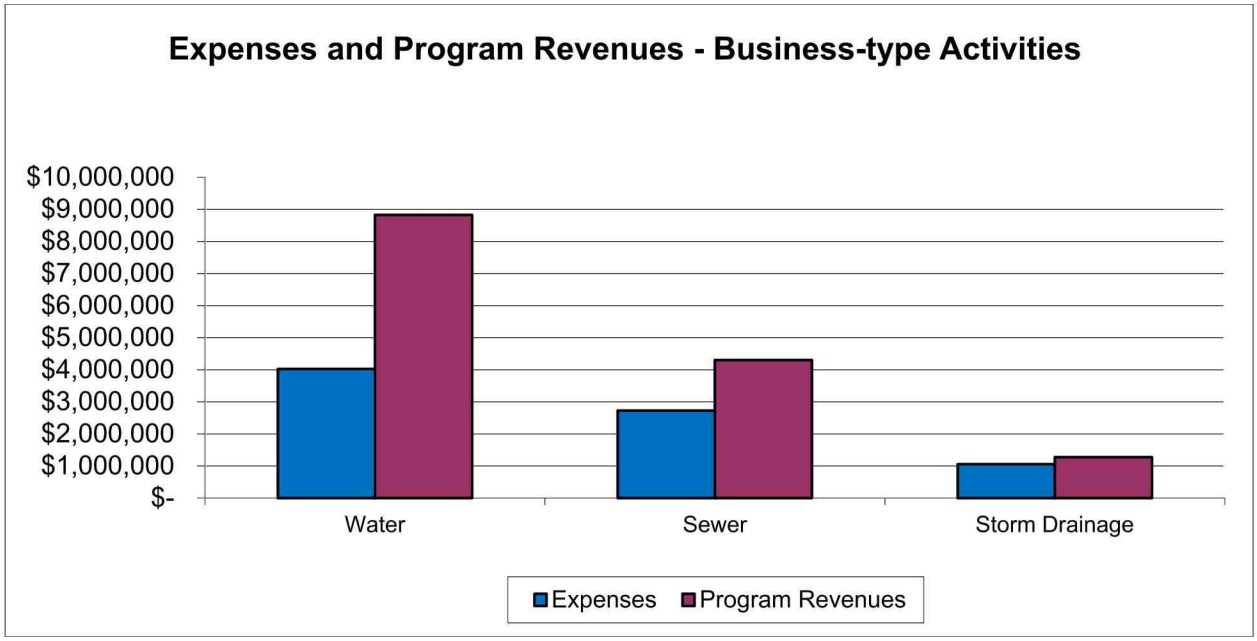


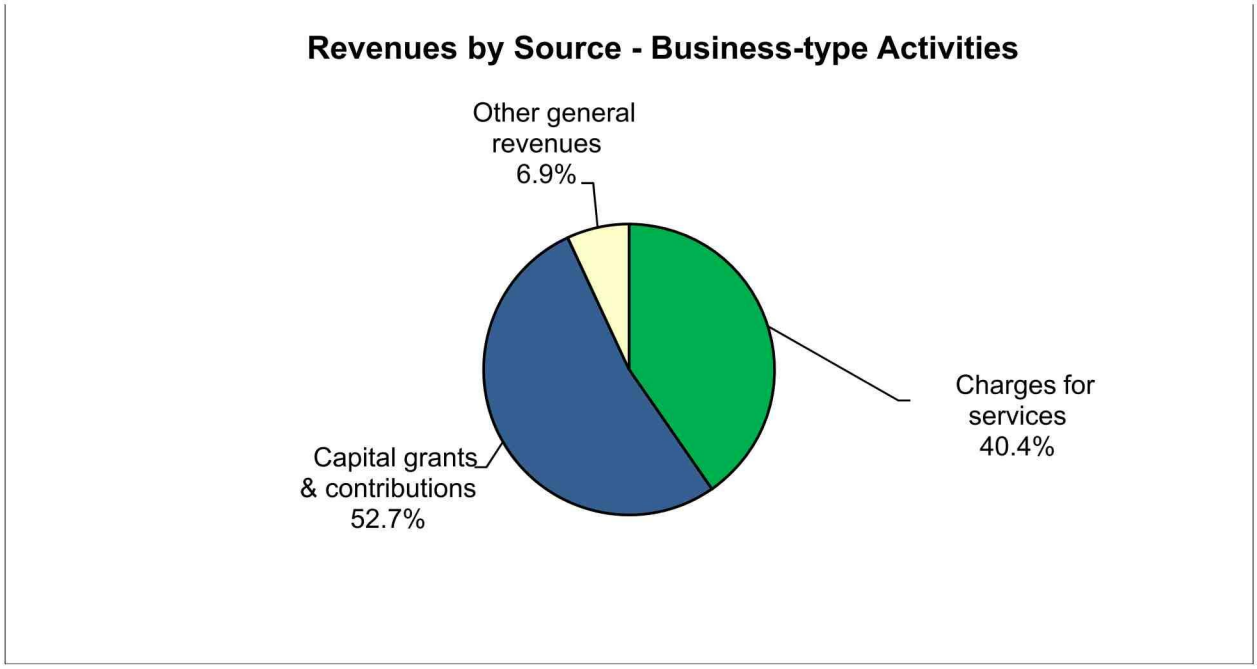


Business-type Activities
Net position in Business-type Activities increased the Town's net position by $7,686,738. This year had more significant contributed assets from new developments in Town. Charges for services were $1,055,826 higher, as expected with budgeted rate increases.

Business-type Activities total expenses decreased by $345,408. The water fund experienced some savings after completing one-time fire recovery utility projects in 2023, while the sewer and storm drainage funds were largely consistent with the prior year.

The following two charts illustrate Business-type Activities revenues and expenses.





THE TOWN'S FUNDS

At year end, the Town's four major Governmental funds reported a combined fund balance of $11,821,941. Of that balance, $6,876,441 was unrestricted and available for spending at the Town's discretion. The remainder of the fund balance is nonspendable, restricted or committed as follows:

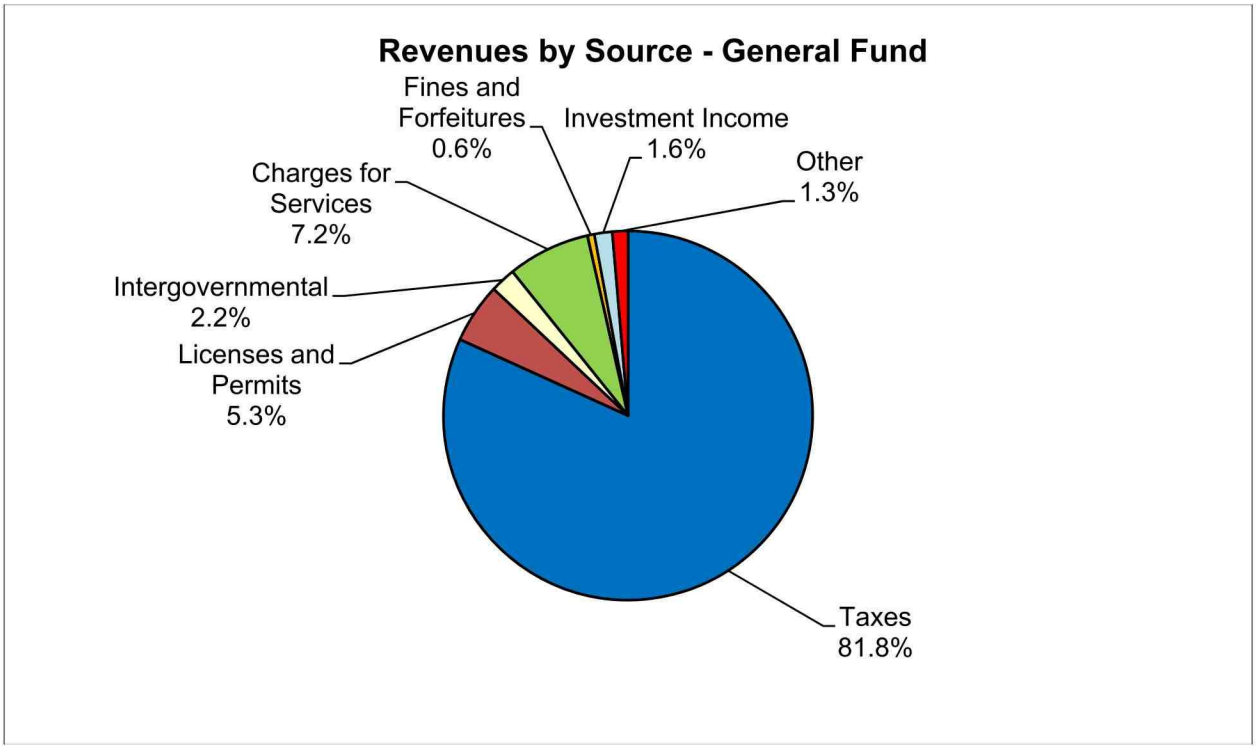
Nonspendable - Prepaid Items	$260,145
Restricted - Parks and Open Space	$465,590
Restricted - Emergencies	$1,061,500
Committed - Capital Projects	$1,985,703
Assigned - Subsequent Year's Budget	$1,172,562

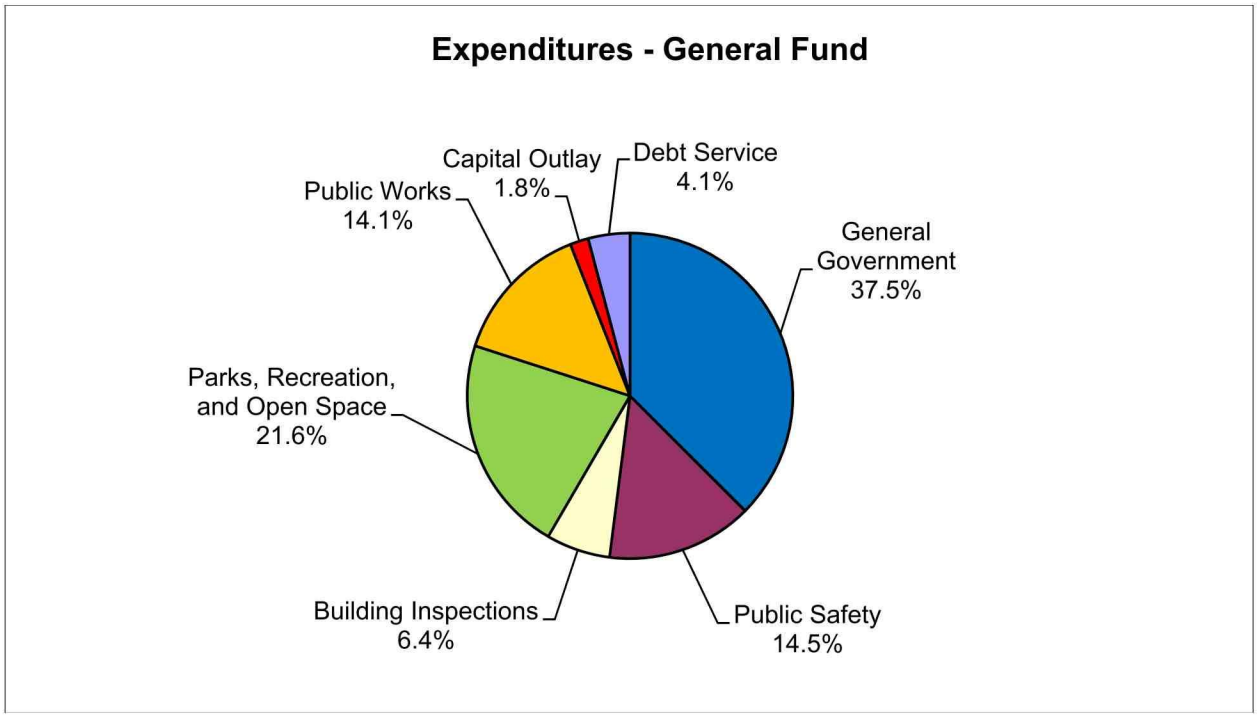
The individual major governmental funds are discussed below.

General Fund. The General Fund is the chief operating fund of the Town of Superior. It accounts for all of the general services provided by the Town. At the end of 2024, the unrestricted fund balance of the General Fund totaled $8,106,003. This fund balance equates to 42.25% of 2024 General Fund expenditures. The Town's Reserve Policy seeks to maintain the General Fund balance between 40% and 70% of expenditures excluding transfers between funds and fee-supported expenses. At December 31, 2024, the General Fund unrestricted, unassigned balance was within this range.

During 2024 the General Fund unrestricted fund balance decreased by $2,510,719. The amount transferred from the General Fund to the Capital Improvement Fund during the year was $5,750,000, an increase of $900,000 from 2023. The Town collected 2 million in additional taxes, and overall revenues increased by $593,767. License and permit revenues were down compared to prior years. Total expenditures increased by $504,554, including $560,851 additional spending in public safety and $167,073 more in capital outlay. This was offset by reductions in the areas of general government, building inspections, and public works.

The following two charts illustrate General Fund revenues and expenditures.





Superior Urban Renewal Authority (SURA) Downtown Superior Fund. SURA Downtown Superior fund balance has no significant change from the prior year. The fund balance at December 31, 2024 is restricted to pay for future public improvements within Downtown Superior.

Capital Improvement Program Capital Projects Fund. The 2024 fund balance decreased by $438,127. Revenues overall decreased with the exception of the transfer from the General Fund which totaled $5,750,000, $900,000 more than the previous year.

Open Space Fund. The Open Space fund balance decreased by $57,302 in 2024. The remaining fund balance is restricted to pay for future Open Space purchases and maintenance.

Proprietary Funds. The Town's Water, Sewer, and Storm Drainage proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. The unrestricted net position of these major proprietary funds is shown below.

Water Fund	$22,555,990
Sewer Fund	$4,240,496
Storm Drainage Fund	$778,744

The total change in net position was $5,684,034, $1,761,580, and $248,646 for Water, Sewer, and Storm respectively. Other factors concerning the finances of these funds have already been addressed in the discussion of the Town's business-type activities.

GENERAL FUND BUDGETARY HIGHLIGHTS

The General Fund's total budget appropriation was amended during the year. Appropriations are made at the fund level. Actual results varied from the budget, the main differences were:

- Overall actual revenues exceeded budget by $1,203,323. The major differences between the budget and actual revenues were: property taxes $595,884 over budget, and building permits $349,906 higher than budget.
- Overall actual expenditures were higher than the budget by $667,327. Most categories were in line with amended budget amounts, differences highlighted as public works $272,210 lower than budget and miscellaneous expenses (including insurance, software, memberships, and the Marshall Fire permit and use tax rebates) came in $388,6214 lower than budget.
- Overall transfers from the General Fund to the Capital Improvement Fund were $200,000 less than the amended budget.

CAPITAL ASSETS

As of December 31, 2024, the Town has invested in a range of capital assets including land, buildings and improvements, vehicles, office equipment, parks, parks equipment, infrastructure (streets, sidewalks, curbs and gutters), water and wastewater treatment plants, utility lines, and storm drainage systems. Note 5 of the financial statements provides a summary of these assets.

Major capital expenses during 2024 included:

Streets: Rock Creek Parkway	$3,064,354
Parks and Playground Updates	$2,384,576
Water System Improvements	$1,867,616
Wastewater System Improvements	$1,095,312
Land Purchased	$573,953
Historical Museum and Park Improvements	$572,760
Vehicles	$403,260
Downtown Civic Space in Progress	$304,425

DEBT

Note 6 of the financial statements provides a more detailed summary of the Town's long-term debt. At the end of 2024, the Town had total debt outstanding of $26,434,454. The Certificates of Participation will be repaid with general revenues of the Town. The other debt is to be repaid only by specific tax and fee revenues. The Town's total debt decreased $2.9 million during the year as a result of payments on existing debt, including the final payment on general obligation bonds issued by SMID.

Outstanding Long-Term Debt at Year End

	Governmental Activities	Business-type Activities	Total
General Obligation Bonds	-	-	-
Revenue Bonds	5,685,000	12,733,074	18,418,074
Certificates of Participation	6,095,000	-	6,095,000
Total	$ 11,780,000	$ 12,733,074	$ 24,513,074

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The Town of Superior continues to maintain a solid financial position. Town-wide reserves meet or exceed the levels required by the Town's Reserve Policy for all funds. In preparing the 2025 budget, the Town took many factors into consideration, including known development projects and the pressing demands for service. In November, after the 2025 budget was adopted, voters approved an additional 0.315% sales tax and bond measure to fund future high-priority capital projects. The Town will set up two new funds for this revenue and the projects it will support. These new funds will be added during 2025 and budgets will be approved by the Town Council through a budget amendment.

Due to increasing costs and required capital improvements to the utility system, budgeted increases for water, and sewer services are 7.5%, and 7.5%, respectively. There will be no increase to the storm drainage services in 2025. Due to increasing costs, the Class One Landscape charges for services will have an increase of 4% in 2025.

REQUESTS FOR INFORMATION

This financial report is designed to provide our residents, taxpayers, customers, investors, and creditors with a general overview of the Town's finances and to show the Town's accountability for the funds and assets it receives. If you have questions about this report, or should you need additional financial information, contact the Town's Finance Department at Town of Superior, 124 E. Coal Creek Drive, Superior, CO 80027.

Basic Financial Statements

TOWN OF SUPERIOR
STATEMENT OF NET POSITION
DECEMBER 31, 2024

	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Cash and Investments	$ 12,876,108	$ 26,904,647	$ 39,780,755
Restricted Cash	-	3,039,414	3,039,414
Accounts Receivable	3,755,684	1,148,530	4,904,214
Grants Receivable	1,755,618	-	1,755,618
Taxes Receivable	11,939,052	-	11,939,052
Prepaid Items	260,145	9,214	269,359
Capital Assets - *Not Being Depreciated*	48,825,962	48,709,871	97,535,833
Capital Assets - *Net of Accumulated Depreciation*	72,588,363	61,451,217	134,039,580
Total Assets	152,000,932	141,262,893	293,263,825
DEFFERED OUTFLOWS OF RESOURCES			
Loss on Debt Refunding - Net of Accumulated Amortization	-	9,332	9,332
LIABILITIES			
Accounts Payable	2,161,314	1,106,090	3,267,404
Accrued Liabilities	179,773	36,000	215,773
Accrued Interest Payable	50,363	52,862	103,225
Unearned Revenue	-	3,039,414	3,039,414
Noncurrent Liabilities			
Due Within One Year	1,122,498	6,922,518	8,045,016
Due in More Than One Year	12,409,219	5,980,219	18,389,438
Total Liabilities	15,923,167	17,137,103	33,060,270
DEFERRED INFLOWS OF RESOURCES			
Leases	101,652	-	101,652
Property Taxes	11,794,736	-	11,794,736
Total Deferred Inflows of Resources	11,896,388	-	11,896,388
NET POSITION			
Net Investment in Capital Assets	107,901,451	96,532,972	204,434,424
Restricted For			
Parks and Open Space	815,943	-	815,943
Capital Projects	1,931,556	-	1,931,556
Emergencies	1,090,500	-	1,090,500
Unrestricted	12,441,927	27,602,150	40,044,076
Total Net Position	$ 124,181,377	$ 124,135,122	$ 248,316,499

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
General Government	$ 14,272,336	$ 1,492,080	$ 373,403	$ 509,138
Public Safety	2,796,247	140,857	-	-
Building Inspections	1,254,936	1,228,971	-	-
Parks, Recreation, and Open Space	10,660,998	2,333,961	386,807	-
Public Works	7,913,358	236,735	374,567	2,428,968
Interest on Long-Term Debt	409,636	-	-	-
Total Government Activities	37,307,511	5,432,604	1,134,777	2,938,106
Business-Type Activities				
Water Utility	4,024,138	3,758,749	-	5,069,906
Sewer Utility	2,726,661	2,174,806	-	2,127,200
Storm Drainage	1,057,637	394,437	(182,663)	1,065,890
Total Business-Type Activities	7,808,436	6,327,992	(182,663)	8,262,996
Total Primary Government	$ 45,115,947	$ 11,760,596	$ 952,114	$ 11,201,102
General Revenues				
Property Taxes				
Specific Ownership Taxes				
Sales and Use Taxes				
Franchise Taxes				
Investment Income				
Total General Revenues				
Change in Net Position				
Net Position - Beginning of Year				
NET POSITION - END OF YEAR				

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

	Net (Expense) Revenue and Change in Net Position		
	Governmental Activities	Business-Type Activities	Totals
	$ (11,897,715)	$ -	$ (11,897,715)
	(2,655,390)	-	(2,655,390)
	(25,965)	-	(25,965)
	(7,940,230)	-	(7,940,230)
	(4,873,088)	-	(4,873,088)
	(409,636)	-	(409,636)
	(27,802,024)	-	(27,802,024)
	-	4,804,517	4,804,517
	-	1,575,345	1,575,345
	-	220,027	220,027
	-	6,599,889	6,599,889
	(27,802,024)	6,599,889	(21,202,135)
	11,018,166	-	11,018,166
	300,412	-	300,412
	18,327,265	-	18,327,265
	547,525	-	547,525
	610,830	1,086,849	1,697,679
	30,804,198	1,086,849	31,891,047
	3,002,174	7,686,738	10,688,912
	121,179,203	116,448,384	237,627,587
	$ 124,181,377	$ 124,135,122	$ 248,316,499

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
BALANCE SHEET – GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General	SURA Downtown Superior	Capital Improvement	Open Space	Nonmajor Governmental Funds	Totals
ASSETS						
Cash and Investments	$ 7,160,848	$ 397,105	$ 2,575,931	$ 200,679	$ 2,541,545	$ 12,876,108
Accounts Receivable	2,571,991	1,857	265,497	369,195	547,144	3,755,684
Grants Receivable	649,379	-	1,045,118	61,121	-	1,755,618
Taxes Receivable	4,154,344	7,109,870	-	-	674,838	11,939,052
Interfund Receivables	141,598	-	-	-	-	141,598
Prepaid Items	260,145	-	-	-	-	260,145
Total Assets	$ 14,938,305	$ 7,508,832	$ 3,886,546	$ 630,995	$ 3,763,527	$ 30,728,205
LIABILITIES						
Accounts Payable	$ 554,752	$ 568,547	$ 885,687	4,979	$ 147,349	$ 2,161,314
Accrued Liabilities	179,773	-	-	-	-	179,773
Interfund Payables	-	-	-	-	141,598	141,598
Total Liabilities	734,525	568,547	885,687	4,979	288,947	2,482,685
DEFERRED INFLOWS OF RESOURCES						
Property Taxes	4,188,426	6,931,472	-	-	674,838	11,794,736
Leases	2,347	-	-	99,305	-	101,652
Unavailable Revenue	642,359	-	1,023,969	61,121	63,406	1,790,855
	4,833,132	6,931,472	1,023,969	160,426	738,244	13,687,243
FUND BALANCES						
Nonspendable						
Prepaid Items	260,145	-	-	-	-	260,145
Restricted for						
Parks and Open Space	-	-	-	465,590	350,353	815,943
Capital Projects	-	-	-	-	1,931,556	1,931,556
Emergencies	1,061,500	-	-	-	29,000	1,090,500
Committed to						
Capital Projects	-	8,813	1,976,890	-	-	1,985,703
Landscape Maintenance	-	-	-	-	384,508	384,508
Disposal Services	-	-	-	-	40,919	40,919
Assigned for						
Subsequent Year's Budget	1,172,562	-	-	-	-	1,172,562
Unassigned	6,876,441	-	-	-	-	6,876,441
Total Fund Balances	9,370,648	8,813	1,976,890	465,590	2,736,336	14,558,277
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 14,938,305	$ 7,508,832	$ 3,886,546	$ 630,995	$ 3,763,527	$ 30,728,205

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2024

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Total Fund Balances of Governmental Funds	$ 14,558,277
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in governmental funds.	121,414,325
Unavailable revenue are revenues that do not provide current financial resources on the governmental fund financial statements but recognized as revenue on the government-wide financial statements	1,790,855
Long-term liabilities and related items are not due and payable in the current year and, therefore, are not reported in governmental funds.	
Bonds and Loans Payable	(11,780,000)
Bond Premium	(847,372)
Leases Payable	(172,969)
Accrued Interest	(50,363)
Accrued Compensated Absences	(731,376)
Total Net Position of Governmental Activities	$ 124,181,377

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2024

	General	SURA Downtown Superior	Capital Improvement	Open Space	Nonmajor Governmental Funds	Totals
REVENUES						
Taxes	$ 19,264,210	$ 6,118,554	$ 1,589,088	$ 929,088	$ 2,292,428	$ 30,193,368
Licenses and Permits	1,239,614	-	-	-	-	1,239,614
Intergovernmental	519,372	-	21,147	34,000	187,076	761,595
Charges for Services	1,704,728	-	13,410	-	2,215,038	3,933,176
Fines and Forfeitures	140,857	-	-	-	-	140,857
Investment Income	368,259	718	72,718	9,565	159,569	610,829
Other	323,493	-	37,879	21,907	130,008	513,287
Total Revenues	23,560,533	6,119,272	1,734,242	994,560	4,984,119	37,392,726
EXPENDITURES						
Current						
General Government	7,192,490	6,119,270	195,556	-	357,145	13,864,461
Public Safety	2,785,751	-	-	-	-	2,785,751
Building Inspections	1,221,909	-	-	-	-	1,221,909
Parks, Recreation, and Open Space	4,141,413	-	1,921,325	477,909	2,698,479	9,239,126
Public Works	2,699,360	-	1,141,048	-	233,152	4,073,560
Capital Outlay	348,624	-	5,526,095	573,953	-	6,448,672
Debt Service						
Principal	624,999	-	-	-	710,000	1,334,999
Interest and Fiscal Charges	169,477	-	-	-	293,621	463,098
Total Expenditures	19,184,023	6,119,270	8,784,024	1,051,862	4,292,397	39,431,576
Revenues Over (Under) Expenditures	4,376,510	2	(7,049,782)	(57,302)	691,722	(2,038,850)
OTHER FINANCING SOURCES (USES)						
Transfers In	-	-	6,611,655	-	32,431	6,644,086
Transfers Out	(5,750,000)	-	-	-	(894,086)	(6,644,086)
Total Other Financing Sources (Uses)	(5,750,000)	-	6,611,655	-	(861,655)	-
Net Change in Fund Balances	(1,373,490)	2	(438,127)	(57,302)	(169,933)	(2,038,850)
Fund Balances - Beginning of Year	10,744,138	8,811	2,415,017	522,892	2,906,269	16,597,127
FUND BALANCES - END OF YEAR	$ 9,370,648	$ 8,813	$ 1,976,890	$ 465,590	$ 2,736,336	$ 14,558,277

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2024

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:		
Net Change in Fund Balances of Governmental Funds	$	(2,038,850)
Capital outlays to purchase or construct capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are capitalized in the statement of net position and are allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlay exceeded depreciation in the period.		
Capital Outlay		6,448,672
Contributions by Developers		2,916,959
Depreciation Expense		(5,233,885)
Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Principal Payments		1,334,999
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Amortization of Bond Premium		86,512
Amortization of Loss on Debt Refunding		(36,870)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Compensated Absences		(479,183)
Accrued Interest		3,820
Change in Net Position of Governmental Activities	$	3,002,174

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2024

	SMD No. 1 Water	SMD No. 1 Sewer	SMD No. 1 Storm Drainage	Nonmajor Original Town Sewer	Totals
ASSETS					
Current Assets					
Cash and Cash Equivalents	$ 21,989,892	$ 4,147,024	$ 740,811	$ 26,920	$ 26,904,647
Restricted Cash and Cash Equivalents	-	3,039,414	-	-	3,039,414
Accounts Receivable	752,337	339,036	57,157	-	1,148,530
Prepaid Expenses	4,607	2,764	1,843	-	9,214
Total Current Assets	22,746,836	7,528,238	799,811	26,920	31,101,805
Noncurrent Assets					
Capital Assets - *Not being Depreciated*	46,957,673	1,638,913	113,285	-	48,709,871
Capital Assets - *Net of Accumulated Depreciation*	24,246,590	23,039,167	14,090,327	75,133	61,451,217
Total Noncurrent Assets	71,204,263	24,678,080	14,203,612	75,133	110,161,088
Total Assets	93,951,099	32,206,318	15,003,423	102,053	141,262,893
DEFERRED OUTFLOWS OF RESOURCES					
Loss on Debt Refunding - Net of Accumulated Amortization	8,533	468	331	-	9,332
LIABILITIES					
Current Liabilities					
Accounts Payable	167,989	865,408	20,680	-	1,054,077
Retainage Payable	8,975	43,038	-	-	52,013
Accrued Liabilities	36,000	-	-	-	36,000
Accrued Interest Payable	9,970	42,505	387	-	52,862
Unearned Revenue	-	3,039,414	-	-	3,039,414
Loan Payable - Current Portion	6,135,624	548,689	238,205	-	6,922,518
Total Current Liabilities	6,358,558	4,539,054	259,272	-	11,156,884
Noncurrent Liabilities					
Loan Payable	-	5,980,219	-	-	5,980,219
Total Noncurrent Liabilities	-	5,980,219	-	-	5,980,219
Total Liabilities	6,358,558	10,519,273	259,272	-	17,137,103
NET POSITION					
Net Investment in Capital Assets	65,045,084	17,447,017	13,965,738	75,133	96,532,972
Unrestricted	22,555,990	4,240,496	778,744	26,920	27,602,150
Total Net Position	$ 87,601,074	$ 21,687,513	$ 14,744,482	$ 102,053	$ 124,135,122

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED DECEMBER 31, 2024

	SMD No. 1 Water	SMD No. 1 Sewer	SMD No. 1 Storm Drainage	Nonmajor Original Town Sewer	Totals
OPERATING REVENUES					
Charges for Services	3,726,986	$ 2,144,354	$ 394,437	$ -	$ 6,265,777
Other	31,763	30,452	-	-	62,215
Total Operating Revenues	3,758,749	2,174,806	394,437	-	6,327,992
OPERATING EXPENSES					
Operations	1,952,136	1,228,117	179,402	-	3,359,655
Administrative	582,801	317,792	292,079	-	1,192,672
Depreciation	1,334,734	1,072,382	580,159	8,657	2,995,932
Total Operating Expenses	3,869,671	2,618,291	1,051,640	8,657	7,548,259
Operating Income (Loss)	(110,922)	(443,485)	(657,203)	(8,657)	(1,220,267)
NONOPERATING REVENUES (EXPENSES)					
Investment Income	879,517	177,578	28,619	1,135	1,086,849
Intergovernmental	0	-	(182,663)	-	(182,663)
Interest and Fiscal Charges	(154,467)	(99,713)	(5,997)	-	(260,177)
Total Nonoperating Revenues (Expenses)	725,050	77,865	(160,041)	1,135	644,009
Income (Loss) Before Capital Contributions	614,128	(365,620)	(817,244)	(7,522)	(576,258)
CAPITAL CONTRIBUTIONS					
System Development Fees	3,613,545	782,661	379,127	-	4,775,333
Contributed Capital	1,456,361	1,344,539	686,763	-	3,487,663
	5,069,906	2,127,200	1,065,890	-	8,262,996
Change in Net Position	5,684,034	1,761,580	248,646	(7,522)	7,686,738
Net Position - Beginning of Year	81,917,040	19,925,933	14,495,836	109,575	116,448,384
NET POSITION - END OF YEAR	$ 87,601,074	$ 21,687,513	$ 14,744,482	$ 102,053	$ 124,135,122

See accompanying Notes to Financial Statements.

TOWN OF SUPERIOR
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2024

	SMD No. 1 Water	SMD No. 1 Sewer	SMD No. 1 Storm Drainage	Nonmajor Original Town Sewer	Totals
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers	$ 3,709,997	$ 2,092,526	$ 390,077	$ -	$ 6,192,600
Cash Received from Others	31,763	30,452	2,183	-	64,398
Cash Paid to Vendors and Suppliers	(2,712,101)	(1,504,548)	(487,294)	-	(4,703,943)
Net Cash Provided (Used) by Operating Activities	1,029,659	618,430	(95,034)	-	1,553,055
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition and Construction of Capital Assets	(2,639,650)	(443,189)	(22,667)	-	(3,105,506)
Insurance reimbursement	267,862	-	-	-	267,862
Grants Received	2,715,328	7,881	19,553	-	2,742,762
System Development Fees	3,613,545	782,661	379,127	-	4,775,333
Repayment of Bonds and Loans	(1,440,180)	(274,484)	(55,913)	-	(1,770,577)
Interest Paid	(147,499)	(114,316)	(5,727)	-	(267,542)
Net Cash Provided (Used) by Capital and Related Financing Activities	2,369,406	(41,447)	314,373	-	2,642,332
CASH FLOWS FROM INVESTING ACTIVITIES					
Earnings on Investments	879,517	177,578	28,619	1,135	1,086,849
Net Cash Provided by Investing Activities	879,517	177,578	28,619	1,135	1,086,849
Net Increase in Cash and Cash Equivalents	4,278,582	754,561	247,958	1,135	5,282,236
Cash and Cash Equivalents - Beginning of Year	17,711,310	6,431,877	492,853	25,785	24,661,825
Cash and Cash Equivalents - End of Year	$ 21,989,892	$ 7,186,438	$ 740,811	$ 26,920	$ 29,944,061
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating Income (Loss)	$ (110,922)	$ (443,485)	$ (657,203)	$ (8,657)	$ (1,220,267)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Depreciation	1,334,734	1,072,382	580,159	8,657	2,995,932
Changes in Asset and Liabilities					
Accounts Receivable	(16,989)	(51,828)	(4,360)	-	(73,177)
Prepaid Expenses and Other Assets	38,670	23,202	15,468	-	77,340
Accrued Liabilities	(41,000)	-	-	-	(41,000)
Accounts Payable and Accrued Expenses	(174,834)	18,159	(29,098)	-	(185,773)
Net Cash Provided (Used) By Operating Activities	$ 1,029,659	$ 618,430	$ (95,034)	$ -	$ 1,553,055
NON-CASH INVESTING AND CAPITAL ACTIVITIES					
Amortization of Debt Refunding	$ 9,309	$ 510	$ (362)	$ -	$ 9,457
Bond Premium Amoritzation	-	(13,109)	-	-	(13,109)
Contributed Infrastructure from Developers	1,456,361	1,344,539	686,763	-	3,487,663
Total Non-Cash Investing and Capital Activities	$ 1,465,670	$ 1,331,940	$ 686,401	$ -	$ 3,484,011

See accompanying Notes to Financial Statements.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Superior (the Town) have been prepared in conformity with generally accepted accounting principles (GAAP) as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Town's accounting policies are described below.

Reporting Entity

The financial reporting entity consists of the Town, organizations for which the Town is financially accountable, and organizations that raise and hold economic resources for the direct benefit of the Town. All funds, organizations, institutions, agencies, departments and offices that are not legally separate are part of the Town. Legally separate organizations for which the Town is financially accountable are considered part of the reporting entity. Financial accountability exists if the Town appoints a voting majority of the organization's governing board and is able to impose its will on the organization, or if there is a potential for the organization to provide benefits to, or impose financial burdens on, the Town.

Based on the application of these criteria, the Town includes the Superior Urban Renewal Authority (SURA), the Superior Metropolitan District Number 1 (SMD No.1), and the Superior McCaslin Interchange Metropolitan District (SMID) in its reporting entity. SURA was formed to develop certain areas within the Town boundaries. SMD No.1 was formed to provide water, sewer and storm drainage services for the citizens of the Town. SMID was formed to fund the construction of improvements to, and maintenance of, the McCaslin Interchange at U.S. Highway 36. The members of the Town's Town Council also serve as the governing boards for all of the entities and management of the Town has operational responsibility for the entities. Therefore, the financial activity for these entities is blended into the Town's financial statements.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. Exceptions to this general rule are charges for interfund services that are reasonably equivalent to the services provided. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-wide and Fund Financial Statements (Continued)

Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current year or soon enough thereafter to pay liabilities of the current year. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current year.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Taxes, intergovernmental revenues, and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized when the qualifying expenditures have been incurred and all other eligibility requirements have been met. All other revenues are considered measurable and available only when cash is received by the Town.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a fund's principal ongoing operations. The principal operating revenues of all proprietary funds are charges for services to customers. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. Certain administrative costs for SMD No. 1 are incurred by the General Fund. These costs are reimbursed by SMD No. 1 and reported as expenses in the SMD No. 1 Funds.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

In the fund financial statements, the Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those accounted for in another fund.

The *Superior Urban Renewal Authority Downtown Superior Fund* accounts for certain incremental property taxes collected with the Superior Downtown urban renewal area. These revenues are used for infrastructure improvements in the area.

The *Capital Improvement Program Fund* accounts for general capital improvements of the Town, including building improvements, major system upgrades, and maintenance, which are financed primarily by a dedicated 0.3% sales/use tax and transfers from the General Fund.

The *Open Space Fund* accounts for sales and use tax monies legally restricted to open space creation, enhancement, or maintenance.

Additionally, the Town reports the following major proprietary funds:

The *SMD No.1 Water Fund* accounts for the financial activities associated with the provision of water services.

The *SMD No.1 Sewer Fund* accounts for the financial activities associated with the provision of sewer services.

The *SMD No.1 Storm Drainage Fund* accounts for the financial activities associated with the Town's storm drainage system.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balances

Deposits and Investments – The Town's cash and cash equivalents are considered to be unrestricted cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments are reported in accordance with GASB Statement No. 72, as amended.

Receivables - Receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balances (Continued)

Property taxes attach as an enforceable lien on property on January 1, are levied the following December, and collected in the subsequent year. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's Office collects property taxes and remits to the Town on a monthly basis. Since property tax revenues are collected in arrears during the succeeding fiscal year, receivables and corresponding deferred inflows of resources are reported at year end.

Interfund Receivables and Payables - During the course of operations, certain transactions occur between individual funds. The resulting receivables and payables are classified on the balance sheet as *interfund receivables* and *interfund payables*. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government- wide financial statements as *internal balances*.

Prepaid Items - Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid items in both the government-wide and fund financial statements. Expenditures/expenses are recorded when the service underlying the prepaid item is provided (consumption method).

Capital Assets - Capital assets, which include land, buildings, equipment, and all infrastructure owned by the Town, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary funds in the fund financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at acquisition cost or estimated acquisition cost, if purchased or constructed. Donated Capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Capital assets of the Town are depreciated using the straight-line method over the following estimated useful lives.

Buildings and Improvements	5 - 40 years
Infrastructure	15 - 50 years
Water, Sewer and Storm Drainage Plants and Systems	5 - 40 years
Machinery and Equipment	3 - 50 years

Compensated Absences Adoption of GASB Statement No. 101 - Employees of the Town are allowed to accumulate unused vacation and sick time depending on length of employment. Upon termination of employment from the Town, an employee will be compensated for all accrued vacation time at their current rate of pay. The liability for compensated absences reported in the government-wide consists of leave that has not been used that is attributable to services already rendered, accumulates and is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. The liability also includes amounts for leave that has been used for time off but has not yet been paid in cash or settled through noncash means and certain other types of leave. The impact of the change was insignificant and therefore did not warrant a restatement.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases - The Town determines if an arrangement is a lease at inception. Leases are included in capital assets and lease liabilities in the statement of net position. Lease assets represent the Town's control of the right to use an underlying asset for the lease term, as specified in the contract, in an exchange or exchange-like transaction. Lease assets are recognized at the commencement date based on the initial measurement of the lease liability, plus any payment made to the lessor at or before the commencement of the lease term and certain direct costs. Lease assets are amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. Lease liabilities represent the Town's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the commencement date based on the present value of expected lease payments over the lease term, less any lease incentives. Interest expense is recognized ratably over the contract term. The lease term may include options to extend or terminate the lease when it is reasonable certain that the Town will exercise that option. Lease receivables represent the present value of future lease payments where the Town is the lessor. Interest income is recognized by the Town as revenue ratably over the contract term. Lease revenue is recognized by the Town through amortization of a deferred inflow of resources in a systematic and rational manner over the lease term. The Town has elected to recognize payments for short-term leases with a lease term of 12 months or less as expenses are incurred, and these leases are not included as lease liabilities or right-to-use lease assets on the statement of net position. For individual lease contracts where information about the discount rate implicit in the lease is not included, the Town has elected to use the incremental borrowing rate to calculate the present value of expected lease payments.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balances (Continued)

Long-Term Debt – Long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary financial statements. Debt premiums, discounts and accounting losses resulting from debt refunding's are deferred and amortized over the life of the debt using the effective interest rate method. In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Debt issuance costs, whether or not withheld from the debt proceeds, are reported as debt service expenditures/expenses.

Deferred Outflows and Inflows of Resources – In addition to assets and liabilities, the statement of financial position will sometimes report separate sections for deferred outflows of resources and deferred inflows of resources. A deferred outflow of resources represent a consumption of net assets that applies to future period, and a deferred inflow of resources represents an acquisition of net assets that applies to future periods. The Town has recorded deferred outflows of resources for deferred charges on refundings resulting from the difference in the carrying value of refunded debt and its reacquisition price. Deferred inflows of resources consist of property taxes earned, but levied for collection in the subsequent fiscal year. In addition, grants not available as current financial resources are reported as deferred inflows in the governmental fund financial statements. Deferred inflows of resources related to leases are reported on both government-wide and governmental funds.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balances (Continued)

Fund Balances – Fund balances of governmental funds are reported in various categories, based primarily on the extent to which the Town is bound to observe constraints imposed upon the use of the resources for specific purposes.

The nonspendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or are legally or contractually required to be maintained intact.

Restricted fund balances are amounts subject to externally enforceable legal restrictions. Such restrictions are typically imposed by parties such as creditors, grantors, contributors, other governments, or enabling legislation.

Committed fund balance includes amounts that can be used only for the specific purposes imposed by formal action through ordinance of the Town Council, and remains binding unless removed in the same manner.

Assigned fund balance classification are amounts intended to be used by the Town for specific purposes but do not meet the criteria to be classified as restricted or committed.

Unassigned fund balance is the residual classification for the general fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

Generally, the Town would first apply restricted, then committed, and then assigned resources prior to unassigned resources when an expenditure is incurred for purposes for which more than one of the classifications of fund balance is available.

Net Position – In the government-wide financial statements, net position is restricted when constraints placed on the use of resources are externally imposed. If both restricted and unrestricted net position is available for a specific purpose, the Town uses restricted amounts first followed by unrestricted.

Use of Estimates – The preparation of the financial statements, in conformity with accounting principles generally accepted in the United States, requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

NOTE 2 CASH AND INVESTMENTS

A summary of cash and investments at December 31, 2024 as follows:

Petty Cash	$ 748
Cash Deposits	4,034,345
Investments	38,785,076
Total	$ 42,820,169

Cash and investments are reported in the financial statements as follows:

Cash and Investments	$ 39,780,755
Restricted Cash and Investments	3,039,414
Total	$ 42,820,169

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires all local government entities to deposit cash in eligible public depositories with eligibility determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. The PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The fair value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The carrying amount of the Town's cash on December 31, 2024 was $4,034,345.

Investments

The Town is required to comply with State statutes which specify investments meeting defined rating, maturity, and concentration risk criteria in which the Town may invest, which include the following. Custodial risk is not addressed by State statutes.

- Obligations of the United States and certain U.S. Agency securities and the World Bank
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Bankers' acceptances of certain banks
- Commercial paper
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts (GICs)

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

At December 31, 2024, the Town had the following investments:

	S&P Rating	Moody Rating	Fair Value	Less than 1 Year	1 to 5 Years
US Instrumentality					
Local Government					
Investment Pools	N/A	AAAm	$ 19,198,204	$ 19,198,204	$ -
FHLB	AA+	Aaa	2,610,438	500,300	2,110,138
Federal Farm Credit	AA+	Aaa	2,405,993	499,138	1,906,855
FANNIE MAE	AA+	Aaa	510,488	-	510,488
Freddie Mac	AA+	Aaa	954,881	485,757	469,124
U.S. Treasuries	N/A	N/A	13,105,072	3,536,792	9,568,280
Total			$ 38,785,076	$ 24,220,191	$ 14,564,885

Interest Rate Risk - State statutes generally limit the maturity of investment securities to five years from the date of purchase, unless the governing board authorizes the investment for a period in excess of five years.

Credit Risk - State statutes limit certain investments to those with specified ratings from nationally recognized statistical rating organizations, depending on the type of investment.

Concentration of Credit Risk - State statutes do not limit the amount the Town may invest in a single issuer of investment securities, except for corporate securities. At December 31, 2024, the Town's investments in the Federal Home Loan Bank, and Federal Farm Credit, represented 7% and 6%, respectively, of the Town's total investments.

Local Government Investment Pools - At December 31, 2024, the Town had $3,807,136, $14,216,912, and $1,174,156 invested in the Colorado Local Government Liquid Asset Trust (Colotrust), the Colorado Surplus Asset Fund Trust (CSAFE) and the Colorado Statewide Investment Pool (CSIP), respectively. The pools are investment vehicles established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating the pools. The pools operate in conformity with the Securities and Exchange Commission's Rule 2a-7. The pools operate similar to money market funds and each share is valued at $1.00 and the funds are rated AAAm by Standard and Poor's. Investments of the funds are limited to those allowed by State statutes. Designed custodial banks provide safekeeping and depository services to these funds in connection with the funds' direct investment and withdrawal functions. The custodians' internal records identify investments owned by the funds.

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Fair Value Measurements - The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value, as follows:

Level 1: Quoted prices in active markets for an identical asset or liability that a government can access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3: Unobservable inputs for an asset or liability.

At December 31, 2024, the Town's investments were measured, as follows:

	Level 1	Level 2	Level 3	Total
US Treasury Notes	$ 13,105,072	$ -	$ -	$ 13,105,072
U.S Agency Bonds	-	6,481,800	-	6,481,800
	$ 13,105,072	$ 6,481,800	$ -	$ 19,586,872

The Town's investment in ColoTrust Plus and CSAFE CORE is measured at net asset value, equal to $1.00 per share. There are no unfunded commitments, the redemption date frequency is daily, and there is no redemption notice period. The Town's investment in CSIP Liquid Portfolio is valued at amortized cost.

The Town's restricted cash balance is related to the American Rescue Plan Act funding received by the Town in the amount of $3,039,414.

NOTE 3 INTERFUND BALANCES AND TRANSACTIONS

During the year ended December 31, 2024, the General Fund transferred $5,750,000 to the Capital Improvement Program Fund to finance street improvements Also, $861,655 was transferred from the nonmajor fund (Marshall Fire) to the Capital Improvement Fund to finance capital improvements. Finally, $32,431 was transferred from a nonmajor fund (SMID Debt Service) to another nonmajor fund (SMID Capital Projects) to finance capital improvements from excess debt service funds.

NOTE 4 LESSOR RECEIVABLES

Lease receivables are included within accounts receivable for financial reporting. The Town leases various property sites to third parties for the placement of antenna facilities under the terms of long-term noncancellable lease agreements which are reported within the General and Open Space Funds. The leases expire by December 31, 2033.

Year Ending December 31,	Principal	Interest	Total
2025	$ 13,744	$ 3,056	$ 16,800
2026	10,478	2,722	13,200
2027	10,804	2,396	13,200
2028	11,134	2,066	13,200
2029	11,487	1,713	13,200
2030-2033	49,630	3,170	52,800
Total	$ 107,277	$ 15,123	$ 122,400

NOTE 5 CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2024, is summarized below:

	Balance at December 31, 2023	Additions	Deletions	Balance at December 31, 2024
Governmental Activities				
Capital Assets, *Not Being Depreciated*				
Land	$ 44,651,938	$ 573,953	$ -	$ 45,225,891
Artwork	837,045	-	-	837,045
Construction in Progress	798,849	2,188,313	(224,136)	2,763,026
Total Capital Assets, *Not Being Depreciated*	46,287,832	2,762,266	(224,136)	48,825,962
Capital Assets, *Being Depreciated* /Amortized				
Buildings and Improvements	41,568,839	572,760	-	42,141,599
Infrastructure	97,986,681	5,472,175	-	103,458,856
Office Equipment	485,373	-	-	485,373
Lease Asset - Office Space	524,241	-	-	524,241
Vehicles	972,412	273,428	-	1,245,840
Parks and Equipment	475,093	-	-	475,093
Public Works Equipment	657,766	509,138	-	1,166,904
Total Capital Assets, *Being Depreciated* /Amortized	142,670,405	6,827,501	-	149,497,906
Less Accumulated Depreciation/Amortization				
Buildings and Improvements	(17,854,140)	(1,209,768)	-	(19,063,908)
Infrastructure	(52,013,877)	(3,676,593)	-	(55,690,470)
Office Equipment	(292,110)	(38,051)	-	(330,161)
Lease	(249,638)	(124,819)	-	(374,457)
Vehicles	(493,983)	(113,035)	-	(607,018)
Parks and Equipment	(499,261)	(42,054)	-	(541,315)
Public Works Equipment	(272,649)	(29,565)	-	(302,214)
Total Accumulated Depreciation	(71,675,658)	(5,233,885)	-	(76,909,543)
Capital Assets, *Net of Depreciation* /Amortization	70,994,747	1,593,616	-	72,588,363
Total Governmental Activities Capital Assets	$ 117,282,579	$ 4,355,882	$ (224,136)	$ 121,414,325

NOTE 5 CAPITAL ASSETS (CONTINUED)

	Balance at December 31, 2023	Additions	Deletions	Balance at December 31, 2024
Business-Type Activities				
Capital Assets, *Not Being Depreciated*				
Water Rights	$ 36,969,065	$ -	$ -	$ 36,969,065
Land and Easements	2,046,226	-	-	2,046,226
Construction in Progress	8,040,149	2,758,138	(1,103,707)	9,694,580
Total Capital Assets, *Not Being Depreciated*	47,055,440	2,758,138	(1,103,707)	48,709,871
Capital Assets, *Being Depreciated*				
Water System	45,295,986	3,323,977		48,619,963
Sewer System	35,485,835	1,532,873		37,018,708
Storm Drainage System	22,826,037	686,763		23,512,800
Equipment	2,304,899	129,838		2,434,737
Total Capital Assets, *Being Depreciated*	105,912,757	5,673,451	-	111,586,208
Less Accumulated Depreciation				
Water System	(23,452,432)	(1,278,935)	-	(24,731,367)
Sewer System	(13,273,457)	(1,017,174)	-	(14,290,631)
Storm Drainage System	(8,890,146)	(573,769)	-	(9,463,915)
Equipment	(1,523,024)	(126,054)	-	(1,649,078)
Total Accumulated Depreciation	(47,139,059)	(2,995,932)	-	(50,134,991)
Capital Assets, *Net of Depreciation*	58,773,698	2,677,519	-	61,451,217
Total Business-Type Activities Capital Assets	$ 105,829,138	$ 5,435,657	$ (1,103,707)	$ 110,161,088

Depreciation expense charged to functions of the Town, as follows:

Governmental Activities	
General Government	$ 200,217
Public Safety	10,496
Parks, Recreation, and Open Space	1,275,629
Public Works	3,747,543
Total Depreciation by Function	$ 5,233,885
Business Type Activities	
Water Fund	$ 1,334,734
Sewer Fund	1,072,382
Storm Drainage Fund	580,159
Town Sewer Fund	8,657
Total Depreciation by Function	$ 2,995,932

NOTE 6 LONG-TERM DEBT

Governmental Activities

Following is a summary of long-term debt transactions of the governmental activities for the year ended December 31, 2024:

	Balance at December 31, 2023	Additions	Deletions	Balance at December 31, 2024	Due Within One Year
Compensated Absences	$ 252,193	$ 479,183	$ -	$ 731,376	$ 8,321
2016 Open Space Refunding Loan	1,145,000	-	(375,000)	770,000	380,000
SMID GO Refunding Loan	335,000	-	(335,000)	-	-
Community Center Certificates of Participation	3,575,000	-	(285,000)	3,290,000	295,000
Community Center Certificates of Participation	2,605,000	-	(210,000)	2,395,000	215,000
2020 Open Space Bonds	5,325,000	-	-	5,325,000	-
Lease Payable	302,968	-	(129,999)	172,969	137,665
Bond Premium	933,884	-	(86,512)	847,372	86,512
Total	$ 14,474,045	$ 479,183	$ (1,421,511)	$ 13,531,717	$ 1,122,498

In April, 2015, the Town entered into a loan agreement with UMB Bank in the amount of $3,550,000. Loan proceeds were used to refund the outstanding Sales and Use Tax Revenue Bonds, Series 2006, originally issued to acquire and/or preserve open space. Interest accrues on the outstanding balance of the loan at 2.15% per annum and is payable semi-annually on June 1 and December 1, beginning December 1, 2016. Principal payments are due annually on June 1, through 2026. No events of default.

In March, 2015, SMID entered into a loan agreement with Bank of the West in the amount of $3,100,000. Loan proceeds were used to refund the outstanding General Obligation Fixed Rate Bonds, Series 2005. Interest accrues on the outstanding balance of the loan at 1.9% per annum. Interest payments are due semi-annually in May and November. The loan was paid off in 2024.

In November 18, 2019, the Town issued certificates of participation and entered into a lease purchase agreement with UMB Bank in the amount of $4,125,000. The net proceeds will be used to: (a) reimburse the Town for the costs of acquiring a parcel of land and a building; (b) pay the costs of the lease financing; and (c) pay two years of capitalized interest on the Certificates. Base rental payments are due and payable semi-annually on April 15 and December 15 starting in April 2020. Principal payments are due annually starting on October 15, 2022 and run through October 15, 2034. As of December 31, 2024, the net book value of the assets acquired was $3,518,105. In the event of a default, the Town shall vacate the leased property.

NOTE 6 LONG-TERM DEBT (CONTINUED)

Governmental Activities (Continued)

In May 2020, the Town issued certificates of participation and entered into a lease purchase agreement with UMB Bank in the amount of $3,000,000. The net proceeds will be used for Community Center building improvements at 1500 Coalton Road. Principal payments are due annually starting on November 1, 2022 and run through November 1, 2034. As of December 31, 2024, the net book value of the assets acquired was $3,203,908. In the event of a default, the Town shall vacate the leased property.

In June 3, 2020, the Town issued Open Space Sales and Use Tax Revenue Bonds to acquire and improve Open Space in the amount of $5,325,000. The bonds are payable from revenue generated by the pledged 0.3% open space sales and use tax currently imposed by the Town. The bonds mature annually beginning in 2027 with final payment in 2040. Interest of 3.13% is payable semiannually on June 1 and December 1 starting June 1, 2020.

In April 2021, the Town entered into a lease agreement for a building. The term of the original agreement was for 60 months. During 2022 the Town amended the lease and expanded the leased premise to include additional square feet. The amendment did not extend the term of the lease and it will expire on March 31, 2026. The lease includes proportionate share of operating costs associated that include common operating costs, second floor operating costs, and second floor utilities (variable payments). The variable payments incurred during 2024 were $84,227.

The change in the compensated absence liability is presented as a net change.

Future debt service payments for all outstanding governmental activities bonds, leases and notes are as follows.

Year Ended December 31,	Principal	Interest	Total
2025	$ 1,027,665	$ 423,119	$ 1,450,784
2026	945,304	401,888	1,347,192
2027	805,000	377,737	1,182,737
2028	830,000	350,273	1,180,273
2029	860,000	404,482	1,264,482
2030-2034	4,750,000	1,082,357	5,832,357
2035-2039	2,220,000	2,637,500	4,857,500
2040	515,000	12,875	527,875
Total	$ 11,952,969	$ 5,690,231	$ 17,643,200

NOTE 6 LONG-TERM DEBT (CONTINUED)

Business-Type Activities

Following are the changes in long-term debt of the business-type activities for the year ended December 31, 2024:

	Balance at December 31, 2023	Additions	Deletions	Balance at December 31, 2024	Due Within One Year
(Private Placement Debt)					
2015 Revenue Refunding Loan	$ 8,285,000	$ -	$ (1,575,000)	$ 6,710,000	$ 6,710,000
2020 Colorado Water Resources and Power Development Authority	6,219,684	-	(196,610)	6,023,074	200,960
Bond Premium	181,739	-	(12,076)	169,663	11,558
Total	$ 14,686,423	$ -	$ (1,783,686)	$ 12,902,737	$ 6,922,518

In December 2015, SMD No. 1 entered into a loan agreement with UMB Bank in the amount of $19,850,000. Loan proceeds were used to refund the outstanding Special Revenue Refunding Bonds, Series 2006. Interest accrues on the outstanding balance of the loan at 1.95% per annum. Interest payments are due semi-annually in June and December. Principal payments are due annually in December, through 2025. The loan is payable solely from the operating revenues of SMD No. 1 after deducting operations and maintenance expenses, and certain sales and use taxes imposed by the Town (See Note 7). During the year ended December 31, 2024, net operating revenues of $7,484,153 and taxes of $7,130,718 were available to pay annual debt service of $1,736,558. In the event of default, the Loan shall bear interest at the Default Rate.

In May 2020, SMD No. 1 entered into a loan agreement with Colorado Water Resources and Power Development Authority in the amount of $6,819,320. Loan proceeds were used to finance the costs of wastewater treatment facilities, and to use moneys on deposit in the Water Pollution Control Revolving Fund to assist such public entities in connection with the financing of such facilities. Interest accrues on the outstanding balance of the loan at 1.60% per annum. Interest payments are due semi-annually in February and August. Principal payments are due annually in August, through 2049.

NOTE 6 LONG-TERM DEBT (CONTINUED)

Business-Type Activities

Future debt service requirements are as follows.

Year Ended December 31,	Principal	Interest	Total
2025	$ 6,910,960	$ 231,546	$ 7,142,506
2026	204,223	96,201	300,424
2027	209,758	91,701	301,459
2028	214,438	87,201	301,639
2029	215,744	82,951	298,695
2030-2034	1,134,281	362,355	1,496,636
2035-2039	1,181,628	316,751	1,498,379
2040-2044	1,254,792	244,781	1,499,573
2045-2049	1,407,250	95,573	1,502,823
Total	$ 12,733,074	$ 1,609,060	$ 14,342,134

NOTE 7 REVENUE SHARING

The Town and its component units (SMD No. 1 and SURA) have entered into various intergovernmental agreements regarding the sharing of sales and use tax revenues. Sales and use taxes are collected from within the Superior Marketplace urban renewal area by SURA, then transferred to the Town in accordance with the revenue sharing agreements. The Town allocates certain amounts to SMD No. 1 as needed to service the relevant debt.

NOTE 8 PENSION PLAN

The Town has adopted a 401(a)-money purchase pension plan for its employees. Full-time, permanent employees are eligible to participate in the Plan. The Town Council is authorized to amend the Plan provisions, and determines the contributions made by the Town, currently 15% of eligible salaries. The Town does not contribute to social security on behalf of its full-time employees. Contributions are made by the Town directly to each eligible employee's retirement account and vest immediately. No voluntary contributions are allowed. Each employee selects their investments, and no Plan administration is performed by the Town other than transmitting contributions to the identified employee accounts. The American International Group, Inc., provides administration for the Plan and assists employees with their self-directed investments.

During the years ended December 31, 2024 and December 31, 2023, the Town's pension expense was $703,311 and $602,346, respectively, to the Plan, equal to the required contributions.

NOTE 9 RISK-RELATED ACTIVITIES

The Town is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Town has purchased commercial insurance for these risks of loss. Settlements have not exceeded insurance coverage in the past three years.

NOTE 10 COMMITMENTS AND CONTINGENCIES

TABOR Amendment

In November 1992, Colorado voters passed the TABOR Amendment to the State Constitution which limits state and local government taxing powers and imposes spending limitations. The Town is subject to the TABOR Amendment. Fiscal year 1992 provides the basis for limits in future years, to which may be applied allowable increases for inflation and property valuation. Revenue received in excess of the limitations may be required to be refunded unless the Town's electorate vote to retain the revenue. The TABOR Amendment is subject to many interpretations, but the Town believes it is in substantial compliance with the Amendment.

In November of 1999, the citizens of SMD No. 1 approved a ballot question which authorized the District to collect, retain and spend, as a voter-approved revenue change, all amounts from any revenue sources (except for ad valorem taxes) and removed all restrictions on spending, revenue-raising, or other limitations contained in the TABOR Amendment without limiting in any year the amount of other revenues that may be collected and spent by the District.

In November of 2000, the citizens of the Town approved a ballot question that approved earmarking any revenues above the TABOR Amendment limits to public safety, parks and recreational facilities, municipal services, interchange and multi-modal transportation, and other public improvements.

In November of 2003, the citizens of the Town approved a ballot question which authorized the Town, upon the dissolution of SMD No. 2 and SMD No. 3, to collect an ad valorem mill levy up to 9.4 mills, and the investment income collected thereon, to be used for the Town's operations, maintenance, and other related expenses without regard to the limitations of the TABOR Amendment.

The Town has established an emergency reserve representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2024, the emergency reserve of $1,090,500 was reported as restricted fund balance of $1,061,500 in the General Fund and $29,000 in the SMID Capital Projects Fund.

NOTE 10 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Development Agreement

The Town has entered into an agreement with the developer of the Downtown Superior area. In accordance with the agreement, the developer has agreed to construct and install certain public improvements. In exchange, the Town will rebate 30% of the building permit and plan check fees and all building use taxes paid for the first five years of the development and 50% of the building use taxes thereafter. For the year ended December 31, 2024, the Town rebated use taxes and building permit and plan check fees of $436,986 under this agreement.

Litigation

From time to time, the Town is involved in various litigation. Management believes the outcome of any litigation will not have a significant impact on the Town's financial position.

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REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED DECEMBER 31, 2024

	Orginal Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Taxes				
Property Taxes	$ 3,631,000	$ 3,631,000	$ 4,226,884	$ 595,884
Specific Ownership Taxes	200,000	200,000	188,226	(11,774)
Sales and Use Taxes	14,130,000	14,130,000	14,301,575	171,575
Public Service Franchise	440,000	440,000	428,152	(11,848)
Cable Television Franchise	120,000	120,000	119,373	(627)
Total Taxes	18,521,000	18,521,000	19,264,210	743,210
Licenses and Permits				
Building Permits	860,000	860,000	1,209,906	349,906
Other Permits and Licenses	31,000	31,000	29,708	(1,292)
Total Licenses and Permits	891,000	891,000	1,239,614	348,614
Intergovernmental				
Auto Registration	45,000	45,000	36,959	(8,041)
Highway Users Tax	300,000	300,000	351,619	51,619
Road and Bridge	20,000	20,000	22,948	2,948
Grants	72,850	72,850	89,037	16,187
Cigarette Taxes	20,000	20,000	18,809	(1,191)
Total Intergovernmental	457,850	457,850	519,372	61,522
Charges for Services				
Development Review Fees	2,500	2,500	19,065	16,565
Other Charges for Services	1,653,762	1,653,762	1,685,663	31,901
Total Charges for Services	1,656,262	1,656,262	1,704,728	48,466
Court Fines and Forfeitures	150,000	150,000	140,857	(9,143)
Investment Income	280,000	280,000	368,259	88,259
Other	401,098	401,098	323,493	(77,605)
Total Revenues	$ 22,357,210	$ 22,357,210	$ 23,560,533	$ 1,203,323

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED DECEMBER 31, 2024
(CONTINUED)

	Orginal Budget	Final Budget	Actual	Variance Positive (Negative)
EXPENDITURES				
Legislative	$ 160,367	$ 160,367	161,706	$ (1,339)
Judicial	149,362	149,362	142,855	6,507
Clerk	192,595	192,595	266,916	(74,321)
Administration	2,936,465	3,071,465	3,065,186	6,279
Finance	638,324	638,324	604,372	33,952
Library	397,000	397,000	436,673	(39,673)
Professional Services	210,000	785,000	771,478	13,522
Miscellaneous	1,981,925	2,131,925	1,743,304	388,621
Public Safety	2,789,256	2,789,256	2,785,751	3,505
Building Inspections	918,741	1,208,741	1,221,909	(13,168)
Parks, Recreation, and Open Space	4,348,773	4,698,773	4,627,541	71,232
Public Works	2,971,570	2,971,570	2,699,360	272,210
Debt Service	656,972	656,972	656,972	-
Total Expenditures	18,351,350	19,851,350	19,184,023	667,327
Revenues Over (Under) Expenditures	4,005,860	2,505,860	4,376,510	1,870,650
Other Financing Sources (Uses)				
Transfers Out	(4,650,000)	(5,950,000)	(5,750,000)	200,000
NET CHANGE IN FUND BALANCE	(644,140)	(3,444,140)	(1,373,490)	2,070,650
Fund Balance - Beginning of Year	8,757,797	10,744,138	10,744,138	-
FUND BALANCE - END OF YEAR	$ 8,113,657	$ 7,299,998	$ 9,370,648	$ 2,070,650

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
OPEN SPACE FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales and Use Tax	$ 812,500	$ 812,500	$ 929,088	$ 116,588
Investment Income	49,000	49,000	9,565	(39,435)
Intergovernmental	-	-	34,000	34,000
Other	20,566	20,566	21,907	1,341
Total Revenues	882,066	882,066	994,560	112,494
EXPENDITURES				
Current				
Parks, Recreation, and Open Space	598,398	798,398	477,909	320,489
Capital Outlay	-	600,000	573,953	26,047
Total Expenditures	598,398	1,398,398	1,051,862	346,536
NET CHANGE IN FUND BALANCE, GAAP BASIS	283,668	(516,332)	(57,302)	459,030
Fund Balance - Beginning of Year	1,624,582	522,892	522,892	-
FUND BALANCE - END OF YEAR	$ 1,908,250	$ 6,560	$ 465,590	$ 459,030

NOTE 1 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgets

Budgets are legally adopted for all funds of the Town except the Original Town Sewer Fund, which has no operations other than depreciation expense. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP) except for the Capital Improvement Fund and Open Space Fund which are presented on a non-GAAP budgetary basis and certain interfund transactions that are reported as revenues and expenditures on the budgetary basis but not the GAAP basis of accounting. Budgetary comparisons for the enterprise funds are presented on a non-GAAP budgetary basis, whereby capital outlay and debt principal are budgeted as expenditures and depreciation and amortization are not budgeted.

The Town adheres to the following procedures to establish the budgetary information reflected in the financial statements:

- By October 15th, management submits to the Town Council a proposed budget for the fiscal year commencing the following January 1st. The budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted by the Town Council to obtain taxpayer comments.
- Prior to December 31st, the budget is adopted by formal resolution.
- Expenditures may not legally exceed appropriations at the fund level. Revisions that alter the total expenditures of any fund must be approved by the Town Council.
- All appropriations lapse at the end of each fiscal year.

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Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Conservation Trust Fund – *This fund is used to account for Conservation Trust Fund (Colorado Lottery) monies received by the Town for park and recreation purposes.*

Trash and Recycling Fund – *This fund is used to account for fees charged to residents of Original Town, Sagamore and Calmante subdivisions for contracted trash and recycling within these areas.*

Class One Landscape Fund – *This fund is used to account for monthly fees charged on residential property within Town, except Original Town, for enhanced landscape maintenance within these areas.*

Marshall Fire Recovery – *This fund is used to account for proceeds from the Town's 0.16% sales and use tax devoted to Marshall Fire Recovery.*

Debt Service Funds

Debt service funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

Open Space Debt Service Fund – *This fund is used to account for sales and use tax revenues collected and utilized to retire tax revenue bonds issued by the Town.*

SMID Debt Service Fund – *This fund is used to account for revenues collected and utilized to retire general obligation bonds issued by SMID.*

Capital Project Funds

Capital project funds are used to account for the acquisition and construction major capital assets.

SMID Capital Fund - *This fund is used to account for revenues collected and utilized for SMID capital projects.*

TOWN OF SUPERIOR
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	Conservation Trust	Trash and Recycling	Class One Landscape
ASSETS			
Cash and Investments	$ 227,186	$ 12,297	$ 187,606
Accounts Receivable	-	28,622	309,608
Taxes Receivable	-	-	-
Prepaid Expenses	-	-	-
Total Assets	$ 227,186	$ 40,919	$ 497,214
LIABILITIES			
Accounts Payable	$ 4,753	$ -	$ 112,369
Accrued Liabilities	-	-	-
Interfund Payables	-	-	-
Total Liabilities	4,753	-	112,369
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	-	337
Property Taxes	-	-	-
	-	-	337
FUND BALANCES			
Nonspendable	-	-	-
Restricted For			
Parks and Open Space	222,433	-	-
Capital Projects	-	-	-
Emergencies	-	-	-
Committed to			
Landscape Maintenance	-	-	384,508
Disposal Services	-	40,919	-
Total Fund Balances	222,433	40,919	384,508
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 227,186	$ 40,919	$ 497,214

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2024
(CONTINUED)

Open Space Debt Service	SMID Debt Service	SMID Capital	Marshall Fire Recovery	Totals
$ 127,920	$ -	$ 1,986,536	$ -	$ 2,541,545
-	-	67,316	141,598	547,144
-	-	674,838	-	674,838
-	-	-	-	-
$ 127,920	$ -	$ 2,728,690	$ 141,598	$ 3,763,527
$ -	$ -	$ 30,227	$ -	$ 147,349
-	-	-	-	-
-	-	-	141,598	141,598
-	-	30,227	141,598	288,947
-	-	63,069	-	63,406
-	-	674,838	-	674,838
-	-	737,907		738,244
-	-	-	-	-
127,920	-	-	-	350,353
-	-	1,931,556	-	1,931,556
-	-	29,000	-	29,000
-	-	-	-	384,508
-	-	-	-	40,919
127,920	-	1,960,556	-	2,736,336
$ 127,920	$ -	$ 2,728,690	$ 141,598	$ 3,763,527

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Conservation Trust	Trash and Recycling	Class One Landscape
REVENUES			
Taxes	$ -	$ -	$ -
Intergovernmental	150,380	-	-
Charges for Services	-	181,842	2,033,196
Investment Income	12,385	-	11,014
Other	-	-	130,008
Total Revenues	162,765	181,842	2,174,218
EXPENDITURES			
Current			
General Government	-	170,179	-
Parks, Recreation, and Open Space	294,448	-	2,125,963
Public Works	-	-	-
Bank Fees	-	-	-
Debt Service			
Principal	-	-	-
Interest and Fiscal Charges	-	-	-
Total Expenditures	294,448	170,179	2,125,963
Revenues Over (Under) Expenditures	(131,683)	11,663	48,255
Other Financing Sources (Uses)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Uses	-	-	-
Net Change in Fund Balances	(131,683)	11,663	48,255
Fund Balances - Beginning of Year	354,116	29,256	336,253
FUND BALANCES - END OF YEAR	$ 222,433	$ 40,919	$ 384,508

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2024
(CONTINUED)

Open Space Debt Service	SMID Debt Service	SMID Capital	Marshall Fire Recovery	Totals
$ 660,000	$ 337,874	$ 447,040	$ 847,514	$ 2,292,428
-	-	36,696	-	187,076
-	-	-	-	2,215,038
4,000	18,771	99,258	14,141	159,569
-	-	-	-	130,008
664,000	356,645	582,994	861,655	4,984,119
-	-	186,966	-	357,145
-	-	278,068	-	2,698,479
-	4,897	228,255	-	233,152
400			-	400
375,000	335,000	-	-	710,000
286,836	6,385	-	-	293,221
662,236	346,282	693,289	-	4,292,397
1,764	10,363	(110,295)	861,655	691,722
-	-	32,431	-	32,431
-	(32,431)	-	(861,655)	(894,086)
-	(32,431)	32,431	(861,655)	(861,655)
1,764	(22,068)	(77,864)	-	(169,933)
126,156	22,068	2,038,420	-	2,906,269
$ 127,920	$ -	$ 1,960,556	$ -	$ 2,736,336

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
SUPERIOR URBAN RENEWAL AUTHORITY DOWNTOWN SUPERIOR FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Property Taxes	$ 5,200,000	$ 6,850,000	$ 6,035,526	$ (814,474)
Specific Ownership Taxes	62,000	62,000	83,028	21,028
Investment Income	1,000	1,000	718	(282)
Total Revenues	5,263,000	6,913,000	6,119,272	(793,728)
EXPENDITURES				
Current				
General Government	5,184,000	6,834,000	6,028,435	805,565
Administration	79,000	79,000	90,835	(11,835)
Total Expenditures	5,263,000	6,913,000	6,119,270	793,730
NET CHANGE IN FUND BALANCE	-	-	2	2
Fund Balance - Beginning of Year	8,813	8,813	8,811	(2)
FUND BALANCE - END OF YEAR	$ 8,813	$ 8,813	$ 8,813	$ -

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
CAPITAL IMPROVEMENT PROGRAM FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales and Use Tax	$ 1,472,500	$ 1,472,500	$ 1,589,088	$ 116,588
Charges for Services	60,000	60,000	13,410	(46,590)
Intergovernmental	660,000	660,000	21,147	(638,853)
Investment Income	4,000	4,000	72,718	68,718
Other	370,314	370,314	37,879	(332,435)
Total Revenues	2,566,814	2,566,814	1,734,242	(832,572)
EXPENDITURES				
Current				
General Government	245,000	245,000	195,556	49,444
Parks, Recreation, and Open Space	1,457,000	1,857,500	1,921,325	(63,825)
Public Works	950,000	1,675,000	1,141,048	533,952
Capital Outlay	4,895,000	7,195,000	5,526,095	1,668,905
Total Expenditures	7,547,000	10,972,500	8,784,024	2,188,476
OTHER FINANCING SOURCES (USES)				
Sale of Assets	20,000	20,000	-	-
Transfers In	5,454,000	6,754,000	6,611,655	(142,345)
Total Other Financing Sources (Uses)	5,474,000	6,774,000	6,611,655	(142,345)
NET CHANGE IN FUND BALANCE, Budgetary Basis	493,814	(1,631,686)	(438,127)	1,213,559
Fund Balance - Beginning of Year	144,677	2,415,017	2,415,017	-
FUND BALANCE - END OF YEAR	$ 638,491	$ 783,331	$ 1,976,890	$ 1,213,559

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
CONSERVATION TRUST FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ 150,000	$ 150,380	$ 380
Investment Income	4,000	12,385	8,385
Total Revenues	154,000	162,765	8,765
EXPENDITURES			
Current			
Parks, Recreation, and Open Space	339,000	294,448	44,552
Total Expenditures	339,000	294,448	44,552
NET CHANGE IN FUND BALANCE	(185,000)	(131,683)	53,317
Fund Balance - Beginning of Year	264,521	354,116	89,595
FUND BALANCE - END OF YEAR	$ 79,521	$ 222,433	$ 142,912

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
TRASH AND RECYCLING FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Charges for Services	$ 230,000	$ 181,842	$ (48,158)
Total Revenues	230,000	181,842	(48,158)
EXPENDITURES			
Current			
General Government	230,000	170,179	59,821
Total Expenditures	230,000	170,179	59,821
NET CHANGE IN FUND BALANCE	-	11,663	11,663
Fund Balance - Beginning of Year	13,425	29,256	15,831
FUND BALANCE - END OF YEAR	$ 13,425	$ 40,919	$ 27,494

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
CLASS ONE LANDSCAPE FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Charges for Services	$ 2,032,082	$ 2,033,196	$ 1,114
Other	160,000	130,008	(29,992)
Investment Income	6,000	11,014	5,014
Total Revenues	2,198,082	2,174,218	(23,864)
EXPENDITURES			
Current			
Parks, Recreation, and Open Space	2,130,872	2,125,963	4,909
Total Expenditures	2,130,872	2,125,963	4,909
NET CHANGE IN FUND BALANCE	67,210	48,255	(18,955)
Fund Balance - Beginning of Year	206,730	336,253	129,523
FUND BALANCE - END OF YEAR	$ 273,940	$ 384,508	$ 110,568

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
OPEN SPACE DEBT SERVICE FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Sales and Use Taxes	$ 660,000	$ 660,000	$ -
Investment Income	4,000	4,000	-
Total Revenues	664,000	664,000	-
EXPENDITURES			
Current			
Bank Fees	1,000	400	600
Debt Service			
Principal	375,000	375,000	-
Interest and Fiscal Charges	286,836	286,836	-
Total Expenditures	662,836	662,236	-
NET CHANGE IN FUND BALANCE	1,164	1,764	-
Fund Balance - Beginning of Year	125,566	126,156	590
FUND BALANCE - END OF YEAR	$ 126,730	$ 127,920	$ 590

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
SUPERIOR MCCASLIN INTERCHANGE DISTRICT DEBT SERVICE FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Property Taxes	$ 318,440	$ 326,045	$ 7,605
Specific Ownership Taxes	21,000	11,829	(9,171)
Investment Income	200	18,771	18,571
Total Revenues	339,640	356,645	17,005
EXPENDITURES			
Current			
Public Works	5,125	4,897	228
Debt Service			
Principal	335,000	335,000	-
Interest and Fiscal Charges	6,471	6,385	86
Total Expenditures	346,596	346,282	314
Other Financing Sources (Uses)			
Transfers Out	(50,000)	(32,431)	17,569
Total Other Financing Uses	(50,000)	(32,431)	17,569
NET CHANGE IN FUND BALANCE	(56,956)	(22,068)	34,888
Fund Balance - Beginning of Year	22,068	22,068	-
FUND BALANCE - END OF YEAR	$ (34,888)	$ -	$ 34,888

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
SUPERIOR MCCASLIN INTERCHANGE DISTRICT CAPITAL PROJECTS FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Property Taxes	$ 382,000	$ 429,711	$ 47,711
Specific Ownership Taxes	20,000	17,329	(2,671)
Intergovernmental	36,696	36,696	-
Investment Income	57,000	99,258	42,258
Total Revenues	495,696	582,994	87,298
EXPENDITURES			
Current			
General Government	186,730	186,966	(236)
Parks, Recreation and Open Space	252,250	278,068	(25,818)
Public Works	323,560	228,255	95,305
Total Expenditures	762,540	693,289	69,251
Other Financing Sources (Uses)			
Transfers In	-	32,431	32,431
Total Other Financing Uses	-	32,431	32,431
NET CHANGE IN FUND BALANCE	(266,844)	(77,864)	188,980
Fund Balance - Beginning of Year	1,911,120	2,038,420	127,300
FUND BALANCE - END OF YEAR	$ 1,644,276	$ 1,960,556	$ 316,280

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
MARSHALL FIRE RECOVERY
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Sales Taxes	$ 904,000	$ 847,514	$ (56,486)
Investment Income	-	14,141	14,141
Total Revenues	904,000	861,655	(42,345)
Other Financing Sources (Uses)			
Transfers Out	(904,000)	(861,655)	42,345
Total Other Financing Uses	(904,000)	(861,655)	42,345
NET CHANGE IN FUND BALANCE	-	-	-
Fund Balance - Beginning of Year	-	-	-
FUND BALANCE - END OF YEAR	$ -	$ -	$ -

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
SMD NO. 1 WATER FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Charges for Services	$ 3,706,625	$ 3,726,986	$ 20,361
Other	161,805	31,763	(130,042)
Investment Income	488,000	879,517	391,517
Grant Revenue	4,141,250	-	(4,141,250)
System Development Fees	3,240,000	3,613,545	373,545
Total Revenues	11,737,680	8,251,811	(3,485,869)
EXPENSES			
Operations	5,400,240	1,952,136	3,448,104
Administrative	591,515	582,801	8,714
Capital Outlay	3,014,500	2,671,741	342,759
Debt Principal	1,440,180	1,440,180	-
Debt Interest and Fiscal Charges	147,729	145,158	2,571
Total Expenses	10,594,164	6,792,016	3,802,148
CHANGE IN NET POSITION, BUDGETARY BASIS	$ 1,143,516	1,459,795	$ 316,279
ADJUSTMENTS TO GAAP BASIS			
Depreciation		(1,334,734)	
Capital Outlay		2,671,741	
Amortization of deferred loss on refunding		(9,309)	
Debt Principal		1,440,180	
Contributed Capital from Developers		1,456,361	
CHANGE IN NET POSITION - GAAP BASIS		$ 5,684,034	

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
SMD NO. 1 SEWER FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Charges for Services	$ 2,112,095	$ 2,144,354	$ 32,259
Other	317,741	30,452	(287,289)
Investment Income	57,000	177,578	120,578
System Development Fees	600,000	782,661	182,661
Intergovernmental	2,939,414	-	(2,939,414)
Total Revenues	6,026,250	3,135,045	(2,891,205)
EXPENSES			
Operations	1,619,150	1,228,117	391,033
Administrative	568,867	317,792	251,075
Capital Outlay	4,114,000	1,145,812	2,968,188
Debt Principal	275,518	275,518	-
Debt Interest and Fiscal Charges	113,295	112,312	983
Total Expenses	6,690,830	3,079,551	3,611,279
CHANGE IN NET POSITION, BUDGETARY BASIS	$ (664,580)	55,494	$ 720,074
ADJUSTMENTS TO GAAP BASIS			
Depreciation		(1,072,382)	
Capital Outlay		1,145,812	
Amortization of premium and loss on refunding		13,109	
Amortization of loss on refunding		(510)	
Debt Principal		275,518	
Contributed Capital from Developers		1,344,539	
CHANGE IN NET POSITION - GAAP BASIS		$ 1,761,580	

See the accompanying Independent Auditors' Report.

TOWN OF SUPERIOR
BUDGETARY COMPARISON SCHEDULE
SMD NO. 1 STORM DRAINAGE FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Charges for Services	$ 399,500	$ 394,437	$ (5,063)
Investment Income	16,000	28,619	12,619
System Development Fees	275,000	379,127	104,127
Intergovernmental and Other	366,998	(182,663)	(549,661)
Total Revenues	1,057,498	619,520	(437,978)
EXPENSES			
Operations	315,800	179,402	136,398
Administrative	332,254	292,079	40,175
Capital Outlay	244,398	22,668	221,730
Debt Principal	55,913	55,913	-
Debt Interest and Fiscal Charges	5,735	5,636	99
Total Expenses	954,100	555,698	398,402
CHANGE IN NET POSITION, BUDGETARY BASIS	$ 103,398	63,822	$ (39,576)
ADJUSTMENTS TO GAAP BASIS			
Depreciation		(580,159)	
Capital Outlay		22,668	
Amortization of premium and loss on refunding		(361)	
Debt Principal		55,913	
Contributed Capital from Developers		686,763	
CHANGE IN NET POSITION - GAAP BASIS		$ 248,646	

See the accompanying Independent Auditors' Report.

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STATISTICAL SECTION

This part of the Town of Superior's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Financial Trends 81-86

These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity 87-91

These schedules contain information to help the reader assess the government's most significant local revenue source, sales and use tax.

Debt Capacity 92-96

These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information 97

These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information 98-100

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

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TOWN OF SUPERIOR
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental Activities										
Net Investment in Capital	$ 44,306,088	$ 51,250,858	$ 54,228,208	$ 63,741,917	$ 69,013,959	$ 80,443,844	$ 86,816,770	$ 98,418,786	$ 102,817,604	$ 107,901,451
Restricted	8,653,716	7,921,048	7,746,951	7,579,962	6,430,304	3,284,335	4,275,046	5,066,232	4,038,084	3,780,999
Unrestricted	7,168,143	5,475,182	7,659,264	8,992,889	10,100,763	13,257,912	12,258,596	12,700,483	14,323,515	12,498,927
Total Governmental Activities	$ 60,127,947	$ 64,647,088	$ 69,634,423	$ 80,314,768	$ 85,545,026	$ 96,986,091	$ 103,350,412	$ 116,185,501	$ 121,179,203	$ 124,181,377
Business-Type Activities										
Net Investment in Capital	$ 53,134,597	$ 55,227,547	$ 56,011,287	$ 64,449,393	$ 67,257,384	$ 65,856,361	$ 74,969,186	$ 85,632,735	$ 90,927,094	$ 96,532,972
Restricted	166,000	192,000	226,000	228,000	-	-	-	-	-	-
Unrestricted	14,674,634	14,202,932	15,683,110	16,543,826	16,908,625	23,590,338	21,657,483	23,765,433	25,521,290	27,602,150
Total Business-Type Activities	$ 67,975,231	$ 69,622,479	$ 71,920,397	$ 81,221,219	$ 84,166,009	$ 89,446,699	$ 96,626,669	$ 109,398,168	$ 116,448,384	$ 124,135,122
Primary Government										
Net Investment in Capital	$ 97,440,685	$ 106,478,405	$ 110,239,495	$ 128,191,310	$ 136,271,343	$ 146,300,205	$ 161,785,956	$ 184,051,521	$ 193,744,698	$ 204,434,423
Restricted	8,819,716	8,113,048	7,972,951	7,807,962	6,430,304	3,284,335	4,275,046	5,066,232	4,038,084	3,780,999
Unrestricted	21,842,777	19,678,114	23,342,374	25,536,715	27,009,388	36,848,250	33,916,079	36,465,916	39,844,805	40,101,077
Total Primary Government	$ 128,103,178	$ 134,269,567	$ 141,554,820	$ 161,535,987	$ 169,711,035	$ 186,432,790	$ 199,977,081	$ 225,583,669	$ 237,627,587	$ 248,316,499

TOWN OF SUPERIOR
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
EXPENSES										
Governmental Activities										
General Government	$ 4,463,739	$ 4,019,080	$ 5,334,492	$ 5,534,930	$ 6,417,348	$ 7,763,906	$ 8,894,317	$ 10,470,684	$ 12,569,578	$ 14,405,156
Public Safety	1,442,025	1,533,101	1,513,314	1,637,935	1,718,617	1,922,537	2,903,251	2,084,361	2,235,396	2,796,247
Building Inspections	340,869	294,444	423,553	398,639	366,812	367,007	607,107	1,516,468	1,493,125	1,254,936
Parks, Recreation, and Open Space	3,997,922	3,969,019	4,265,532	4,722,136	5,034,648	5,703,187	5,225,204	7,442,463	8,779,825	10,660,998
Public Works	3,849,690	4,698,998	4,926,690	5,438,403	5,521,442	5,501,718	5,936,940	7,086,110	7,605,822	7,780,538
Debt Issuance Cost	109,050	-	-	-	-	-	-	-	-	-
Interest on Long-Term Debt	878,426	694,053	496,402	334,034	253,558	650,972	465,659	459,707	420,221	409,636
Total Government Activities Expenses	$ 15,081,721	$ 15,208,695	$ 16,959,983	$ 18,066,077	$ 19,312,425	$ 21,909,327	$ 24,032,478	$ 29,059,793	$ 33,103,967	$ 37,307,511
Business-Type Activities										
Water	$ 3,520,919	$ 2,999,808	$ 2,762,277	$ 3,000,400	$ 3,202,953	$ 3,516,525	$ 3,368,030	$ 3,575,388	$ 4,336,823	$ 4,024,138
Sewer	1,557,971	1,593,505	1,727,843	1,893,076	2,080,045	2,370,529	2,357,909	2,554,270	2,726,947	2,726,661
Storm	581,235	588,177	734,579	960,176	773,197	827,347	792,864	985,720	1,090,074	1,057,637
Total Business-Type Activities Expenses	5,660,125	5,181,490	5,224,699	5,853,652	6,056,195	6,714,401	6,518,803	7,115,378	8,153,844	7,808,436
Total Primary Government Expenses	$ 20,741,846	$ 20,390,185	$ 22,184,682	$ 23,919,729	$ 25,368,620	$ 28,623,728	$ 30,551,281	$ 36,175,171	$ 41,257,811	$ 45,115,947
PROGRAM REVENUES										
Governmental Activities										
Charges for Services										
General Government	$ 1,054,385	$ 1,100,825	$ 1,142,875	$ 1,163,461	$ 1,191,532	$ 3,318,726	$ 1,397,400	$ 1,426,009	$ 1,516,917	$ 1,492,080
Public Safety	220,602	158,651	156,714	175,390	233,079	107,152	111,423	133,532	140,693	140,857
Building Inspections	435,654	367,569	652,146	591,322	530,506	667,276	1,078,897	2,632,537	1,884,649	1,228,971
Parks, Recreation, and Open Space	1,682,173	1,622,037	1,601,769	1,685,010	1,822,216	1,713,575	1,970,544	2,023,472	2,167,512	2,333,961
Public Works	-	-	94,235	77,288	187,873	215,757	366,560	160,612	221,292	236,735
Operating Grants and Contributions	591,324	520,606	508,317	493,477	515,549	1,056,665	849,723	1,130,530	2,078,868	1,134,777
Capital Grants and Contributions	41,053	467,410	175,257	5,348,592	1,003,997	4,298,382	870,638	12,762,281	3,178,210	2,938,106
Total Government Activities Program Revenues	4,025,191	4,237,098	4,331,313	9,534,540	5,484,752	11,377,533	6,645,185	20,268,973	11,188,141	9,505,487
Business-Type Activities										
Charges for Services										
Water	$ 2,921,603	$ 3,279,877	$ 3,245,756	$ 3,277,833	$ 3,220,906	$ 3,702,460	$ 3,428,109	$ 3,422,198	$ 3,057,086	$ 3,758,749
Sewer	1,142,115	1,213,321	1,293,795	1,363,596	1,505,538	1,582,989	1,686,585	1,663,834	1,856,133	2,174,806
Storm	338,993	345,644	349,528	352,428	358,536	362,641	362,697	346,719	358,947	394,437
Operating Grants and Contributions	-	-	-	-	-	-	-	-	3,779,792	(182,663)
Capital Grants and Contributions	2,742,828	1,034,344	2,477,562	9,767,562	3,515,692	6,146,376	8,197,111	15,518,882	5,126,496	8,262,996
Total Business-Type Activities Program Revenues	7,145,539	5,873,186	7,366,641	14,761,419	8,600,672	11,794,466	13,674,502	20,951,633	14,178,454	14,408,325
Total Primary Government Program Revenues	$ 11,170,730	$ 10,110,284	$ 11,697,954	$ 24,295,959	$ 14,085,424	$ 23,171,999	$ 20,319,687	$ 41,220,606	$ 25,366,595	$ 23,913,812

TOWN OF SUPERIOR
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Change in Net Position										
Governmental Activities	$ (11,056,530)	$ (10,971,597)	$ (12,628,670)	$ (8,531,537)	$ (13,827,673)	$ (10,531,794)	$ (17,387,293)	$ (8,790,820)	$ (21,915,826)	$ (27,802,024)
Business-Type Activities	1,485,414	691,696	2,141,942	8,907,767	2,544,477	5,080,065	7,155,699	13,836,255	6,024,610	6,599,889
Total Primary Government Net Expense	$ (9,571,116)	$ (10,279,901)	$ (10,486,728)	$ 376,230	$ (11,283,196)	$ (5,451,729)	$ (10,231,594)	$ 5,045,435	$ (15,891,216)	$ (21,202,135)
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property Taxes	$ 3,694,399	$ 3,774,984	$ 4,674,282	$ 5,473,265	$ 5,041,054	$ 5,937,732	$ 6,301,699	$ 7,908,328	$ 7,082,394	$ 11,018,166
Specific Ownership Taxes	182,597	180,445	206,022	225,200	191,470	190,892	206,697	222,559	200,991	300,412
Sales and Use Taxes	9,745,527	10,308,739	11,996,451	12,156,529	12,726,571	14,978,612	16,591,127	18,019,969	18,473,514	18,327,265
Franchise Taxes	470,002	461,783	470,002	465,162	456,759	457,933	491,660	519,770	506,833	547,525
Grants and Contributions not Restricted to Specific Programs	25,840	25,531	22,427	23,643	-	-	-	-	-	-
Other Revenues	175,136	659,319	139,098	600,412	220,826	198,104	134,708	-	-	-
Investment Income	36,128	79,937	107,723	267,671	421,251	209,786	25,723	38,383	645,796	610,830
Total Governmental Activities	14,329,629	15,490,738	17,616,005	19,211,882	19,057,931	21,973,059	23,751,614	26,709,009	26,909,528	30,804,198
Business-Type Activities										
Taxes										
Sales and Use Taxes	$ 1,146,361	$ 716,905	$ 23,386	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues	34,364	178,432	61,193	186,017	-	-	2,943	-	-	-
Investment Income	67,286	60,615	71,397	207,038	400,313	200,625	21,328	27,292	1,025,606	1,086,849
Total Business-Type Activities	1,248,011	955,952	155,976	393,055	400,313	200,625	24,271	27,292	1,025,606	1,086,849
Total Primary Government	$ 15,577,640	$ 16,446,690	$ 17,771,981	$ 19,604,937	$ 19,458,244	$ 22,173,684	$ 23,775,885	$ 26,736,301	$ 27,935,134	$ 31,891,047
Extraordinary Item										
Governmental Activities										
Marshall Fire	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,083,100)	$ -	$ -
Total Governmental Activities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,083,100)	$ -	$ -
Business-Type Activities										
Marshall Fire	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,092,048)	$ -	$ -
Total Business-Type Activities	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,092,048)	$ -	$ -
Total Primary Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,175,148)	$ -	$ -
Change in Net Position										
Governmental Activities	$ 3,273,099	$ 4,519,141	$ 4,987,335	$ 10,680,345	$ 5,230,258	$ 11,441,265	$ 6,364,321	$ 12,835,089	$ 4,993,702	$ 3,002,174
Business-Type Activities	2,733,425	1,647,648	2,297,918	9,300,822	2,944,790	5,280,690	7,179,970	12,771,499	7,050,216	7,686,738
Total Primary Government	$ 6,006,524	$ 6,166,789	$ 7,285,253	$ 19,981,167	$ 8,175,048	$ 16,721,955	$ 13,544,291	$ 25,606,588	$ 12,043,918	$ 10,688,912

TOWN OF SUPERIOR

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS

(ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Tax	Specific Ownership Tax	Sales and Use Tax	Franchise Tax	Other Tax	Total
2015	3,694,399	182,597	9,745,527	470,002	-	14,092,525
2016	3,774,984	180,445	10,308,739	461,783	-	14,725,951
2017	4,674,282	206,022	11,996,451	470,002	-	17,346,757
2018	5,473,265	225,200	12,156,529	465,162	-	18,320,156
2019	5,041,054	191,470	12,726,571	456,759	-	18,415,854
2020	5,937,732	190,892	14,978,612	457,933	-	21,565,169
2021	6,301,699	206,697	16,591,127	491,660	-	23,591,183
2022	7,908,328	222,559	18,019,969	519,770	-	26,670,626
2023	7,082,394	200,991	18,473,514	506,833	-	26,263,732
2024	11,018,166	300,412	18,327,265	547,525	-	30,193,368

TOWN OF SUPERIOR
FUND BALANCE OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Fund										
Nonspendable	$ 168,674	$ 183,678	$ 202,424	$ 107,068	$ 200,772	$ 184,459	$ 200,382	$ 250,196	$ 360,478	$ 260,145
Restricted	438,000	470,000	516,000	518,500	536,000	654,000	782,000	1,004,500	996,500	1,004,500
Unassigned	6,506,735	6,843,972	6,977,917	7,446,878	7,886,996	8,375,442	10,909,674	10,063,009	9,387,160	8,106,003
Total General Fund	$ 7,113,409	$ 7,497,650	$ 7,696,341	$ 8,072,446	$ 8,623,768	$ 9,213,901	$ 11,892,056	$ 11,317,705	$ 10,744,138	$ 9,370,648
All Other Governmental Funds										
Nonspendable	$ 3,493	$ 250	$ -	$ -	$ 6,233	$ -	$ -	$ 250	$ 5,000	$ -
Restricted	8,215,716	7,451,048	7,230,951	7,061,462	5,902,796	2,693,208	3,202,912	4,100,716	3,063,652	2,776,499
Committed	627,089	8,502	614,104	1,567,898	1,952,472	4,013,159	1,122,829	1,280,858	2,784,337	2,411,130
Unassigned	-	(1,795,090)	(412)	-	-	-	-	-	-	-
Total All Other Governmental Funds	$ 8,846,298	$ 5,664,710	$ 7,844,643	$ 8,629,360	$ 7,861,501	$ 6,706,367	$ 4,325,741	$ 5,381,824	$ 5,852,989	$ 5,187,629

TOWN OF SUPERIOR
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
REVENUES										
Taxes	$ 14,092,525	$ 14,725,951	$ 17,346,757	$ 18,320,156	$ 18,415,854	$ 21,565,169	$ 23,591,183	$ 26,670,626	$ 26,263,732	$ 30,193,368
Licenses and Permits	496,033	432,360	751,288	670,427	623,379	794,185	1,320,454	2,702,137	1,948,376	1,239,614
Intergovernmental	658,217	646,877	1,072,671	806,331	1,343,883	636,497	999,722	1,102,207	2,114,801	761,595
Charges for Services	2,676,179	2,658,071	2,739,737	2,846,654	3,045,399	5,056,988	3,428,333	3,479,425	3,715,690	3,933,176
Fines and Forfeitures	220,602	158,651	156,714	175,390	233,079	107,152	111,423	133,532	140,693	140,857
Investment Income	36,128	79,937	107,723	267,671	421,251	209,786	25,722	38,383	645,796	610,829
Miscellaneous	175,136	82,141	139,098	236,799	235,119	1,721,896	95,446	468,925	889,044	513,287
Total Revenues	18,354,820	18,783,988	22,313,988	23,323,428	24,317,964	30,091,673	29,572,283	34,595,235	35,718,132	37,392,726
EXPENDITURES										
General Government	3,267,009	3,379,172	5,229,306	5,423,846	6,187,586	7,484,693	8,621,690	10,219,152	12,336,058	13,997,281
Public Safety	1,441,256	1,532,332	1,512,545	1,637,166	1,717,848	1,912,041	1,951,565	2,073,865	2,224,900	2,785,751
Building Inspections	340,869	294,444	423,553	398,639	366,812	367,007	607,107	1,516,468	1,493,125	1,221,909
Parks, Recreation, and Open Space	3,271,171	3,216,087	3,541,954	4,037,270	4,293,359	4,805,870	5,214,708	6,558,808	7,662,482	9,239,126
Public Works	2,134,448	2,789,296	2,966,705	3,408,068	3,295,118	3,085,629	3,292,468	4,058,119	4,122,420	3,940,740
Capital Outlay	5,844,877	6,670,043	2,418,973	3,891,617	9,710,130	18,284,921	6,101,874	3,445,076	6,844,455	6,448,672
Debt Service										
Principal	3,264,696	3,876,095	3,572,537	3,663,486	2,884,363	3,666,887	3,000,966	1,243,662	1,170,000	1,334,999
Interest	514,120	401,044	269,791	201,320	140,394	610,822	525,014	521,285	481,883	463,098
Bond Issuance Costs	109,050	-	-							
Total Expenditures	20,187,496	22,158,513	19,935,364	22,661,412	28,595,610	40,217,870	29,315,392	29,636,435	36,335,323	39,431,576
Revenues Over (Under) Expenditures	(1,832,676)	(3,374,525)	2,378,624	662,016	(4,277,646)	(10,126,197)	256,891	4,958,800	(617,191)	(2,038,850)
OTHER FINANCING SOURCES										
Insurance Reimbursement	-	-	-	203,899	-	-	-	-	514,789	-
Sale of Capital Assets	-	577,178	-	294,907	-	-	40,638	-	-	-
Lease Issuance	-	-	-	-	-	-	-	291,211	-	-
Transfers In	2,700,000	2,650,000	2,600,000	2,920,980	2,875,000	3,050,000	2,925,000	3,875,000	5,724,933	6,644,086
Transfers Out	(2,700,000)	(2,650,000)	(2,600,000)	(2,920,980)	(2,875,000)	(3,050,000)	(2,925,000)	(3,875,000)	(5,724,933)	(6,644,086)
Bonds Issued/Debt Proceeds	3,100,000	3,550,000	-	-	4,125,000	8,325,000	-	-	-	-
Premium on Bonds Issued	-	-	-	-	-	1,236,196	-	-	-	-
Debt Issuance Costs	-	-	-	-	(63,891)	-	-	-	-	-
Payments to Refunded Bond Escrow Agent	(3,651,750)	(3,550,000)	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	(551,750)	577,178	-	498,806	4,061,109	9,561,196	40,638	291,211	514,789	-
EXTRAORDINARY ITEM										
Marshall Fire	-	-	-	-	-	-	-	(4,768,279)	-	-
Net Change in Fund Balances	$ (2,384,426)	$ (2,797,347)	$ 2,378,624	$ 1,160,822	$ (216,537)	$ (565,001)	$ 297,529	$ 481,732	$ (102,402)	$ (2,038,850)
Debt Service as a Percentage of Noncapital Expenditures	26.3%	27.6%	21.9%	20.6%	16.1%	19.5%	15.1%	6.8%	5.6%	5.5%

[1] Debt service principal and interest divided by total expenditures less capital outlays.

TOWN OF SUPERIOR
PRINCIPAL SALES AND USE TAXPAYERS
LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Aggregate top ten filers [1]	$ 8,134,111	$ 8,370,516	$ 8,795,395	$ 8,941,581	$ 9,052,967	$ 11,119,681	$ 10,944,430	$ 9,958,916	$ 10,914,925	$ 11,895,638
Aggregate all other filers	1,176,169	1,287,727	1,371,768	1,404,678	2,013,757	2,306,970	2,939,329	3,523,513	3,841,106	3,863,619
Total sales tax	$ 9,310,280	$ 9,658,243	$ 10,167,163	$ 10,346,259	$ 11,066,724	$ 13,426,651	$ 13,883,759	$ 13,482,429	$ 14,756,031	$ 15,759,257
Top ten filers as a percentage of total sales tax	87.37%	86.67%	86.51%	86.42%	81.80%	82.82%	78.83%	73.87%	73.97%	75.48%

[1] Colorado State Statutes prohibit disclosure of individual sales tax returns; therefore, the current year top ten filers are listed in alphabetical order as follows: Amazon, Costco, Instacart, Petsmart, Public Service of Colorado, Safeway, Superior Liquor Market, Target, TJ Maxx, and Whole Foods

Source: Town of Superior Sales and Use Tax Reports

TOWN OF SUPERIOR
DIRECT AND OVERLAPPING SALES TAX RATES
LAST TEN FISCAL YEARS

	Town Direct Rate		Overlapping Rates				
Fiscal Year	Town of Superior	Total Direct Sales Tax Rate	State of Colorado	Boulder County	Rapid Transit District RTD	Scientific and Cultural Facilities District	Total Overlapping Sales Tax Rate
2015	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2016	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2017	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2018	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2019	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2020	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2021	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2022	3.46%	3.46%	2.900%	0.985%	1.00%	0.10%	4.985%
2023	3.46%	3.46%	2.900%	1.185%	1.00%	0.10%	5.185%
2024	3.46%	3.46%	2.900%	1.185%	1.00%	0.10%	5.185%

Source: Town of Superior Sales and Use Tax Reports

TOWN OF SUPERIOR

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Fiscal Year Ended December 31	Real Property		Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value[1] as a Percentage of Actual Value
	Residential Property	Commercial Property					
2015	145,025,176	67,827,863	13,020,850	199,832,189	9.430	1,976,267,256	10.77%
2016	146,136,161	71,599,669	12,562,213	205,173,617	9.430	2,012,949,653	10.82%
2017	161,905,379	83,814,583	12,051,000	233,668,962	9.430	2,456,862,906	10.00%
2018	165,357,761	84,223,007	12,630,399	236,950,369	9.430	2,486,074,947	10.04%
2019	180,923,054	89,500,731	12,614,642	257,809,143	9.430	2,724,824,006	9.92%
2020	186,030,622	89,103,437	16,224,652	258,909,407	9.430	2,760,710,683	9.97%
2021	216,044,369	98,103,417	16,445,907	297,701,879	9.430	3,186,707,804	9.86%
2022	193,518,214	84,704,315	16,521,902	261,700,627	9.430	2,918,911,197	9.53%
2023	246,692,783	258,305,176	173,659,673	331,338,286	13.627	4,055,573,842	12.45%
2024	266,725,774	259,809,495	175,154,101	351,381,168	13.627	4,399,440,436	11.97%

[1] Includes tax-exempt property.

Source: Current and prior years' certifications of Town of Superior assessed valuation from Boulder County and Jefferson County

TOWN OF SUPERIOR
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

Fiscal Year of Levy	Town of Superior: General Fund			Overlapping Rates: Town of Superior: SMID			Overlapping Rates: Boulder County		
	Operating Millage	Library Millage	Total Town Millage	Operating Millage	Debt Service Millage	Total Town Millage	Operating Millage	Debt Service Millage	Total County Millage
2024	12.127	1.500	13.627	21.470	-	21.470	22.661	-	22.661
2023	12.127	1.500	13.627	13.170	8.380	21.550	21.287	-	21.287
2022	7.930	1.500	9.430	13.170	9.600	22.770	24.746	-	24.746
2021	7.930	1.500	9.430	13.170	9.000	22.170	24.250	-	24.250
2020	7.930	1.500	9.430	13.720	9.250	22.970	24.771	-	24.771
2019	7.930	1.500	9.430	15.000	8.850	23.850	23.473	-	23.473
2018	7.930	1.500	9.430	15.000	9.000	24.000	24.026	-	24.026
2017	7.930	1.500	9.430	15.000	10.000	25.000	22.726	-	22.726
2016	7.930	1.500	9.430	15.000	11.000	26.000	24.064	-	24.064
2015	7.930	1.500	9.430	15.000	11.000	26.000	22.624	-	22.624

Fiscal Year of Levy	Overlapping Rates: Boulder Valley School Dist.			Overlapping Rates: Mountain View Fire			Overlapping Rates: No. Colo. Water Conservancy Dist.		
	Operating Millage	Debt Service Millage	Total School Dist. Millage	Operating Millage	Debt Service Millage	Total Fire Dist. Millage	Operating Millage	Debt Service Millage	Total NCWCD Millage
2024	40.677	7.498	48.175	16.247	1.010	17.257	1.000	-	1.000
2023	40.313	7.711	48.024	16.247	1.110	17.357	1.000	-	1.000
2022	41.920	9.150	51.070	15.037	1.210	16.247	1.000	-	1.000
2021	40.307	7.537	47.844	15.037	1.210	16.247	1.000	-	1.000
2020	40.583	7.810	48.393	19.325	1.250	20.575	1.000	-	1.000
2019	40.504	7.855	48.359	19.325	1.120	20.445	1.000	-	1.000
2018	40.817	8.150	48.967	19.325	1.120	20.445	1.000	-	1.000
2017	39.685	8.095	47.780	19.325	1.120	20.445	1.000	-	1.000
2016	39.966	8.995	48.961	19.325	2.120	21.445	1.000	-	1.000
2015	37.929	7.885	45.814	18.325	2.120	20.445	1.000	-	1.000

Fiscal Year of Levy	Overlapping Rates: Superior Metro Dist # 2			Overlapping Rates: Superior Metro Dist # 3			Overlapping Rates: Mile High Flood District		
	Operating Millage	Debt Service Millage	Total SMD No. 2 Millage	Operating Millage	Debt Service Millage	Total SMD No. 3 Millage	Operating Millage	Debt Service Millage	Total MHFD Millage
2024	-	-	-	-	-	-	0.900	-	0.900
2023	-	-	-	-	-	-	0.900	-	0.900
2022	-	-	-	-	-	-	0.900	-	0.900
2021	-	-	-	-	-	-	0.900	-	0.900
2020	-	-	-	-	-	-	0.900	-	0.900
2019	-	-	-	-	-	-	0.900	-	0.900
2018	-	-	-	-	-	-	0.726	-	0.726
2017	-	5.025	5.025	-	5.080	5.080	0.500	-	0.500
2016	-	5.200	5.200	-	5.100	5.100	0.559	-	0.559
2015	-	5.300	5.300	-	5.200	5.200	0.553	-	0.553

Fiscal Year of Levy	Overlapping Rates: Superior Town Center Metro Dist # 1			Overlapping Rates: Superior Town Center Metro Dist # 2			Overlapping Rates: Superior Town Center Metro Dist # 3			
	Operating Millage	Debt Service Millage	Total SMD No. 1 Millage	Operating Millage	Debt Service Millage	Total SMD No. 2 Millage	Operating Millage	Debt Service Millage	Total SMD No. 3 Millage	Total
2024	12.335	61.683	74.018	10.494	36.753	47.247	10.394	20.820	31.214	277.569
2023	12.335	61.683	74.018	10.494	36.753	47.247	10.394	20.820	31.214	276.224
2022	11.318	56.593	67.911	10.000	35.020	45.020	10.000	20.000	30.000	269.094
2021	11.133	55.664	66.797	10.000	35.000	45.000	10.000	20.000	30.000	263.638
2020	11.133	55.664	66.797	10.000	35.000	45.000	10.000	20.000	30.000	269.836
2019	11.133	55.664	66.797	10.000	35.000	45.000	10.000	20.000	30.000	269.254
2018	11.055	55.277	66.332	10.000	35.000	45.000	10.000	20.000	30.000	269.926
2017	11.056	55.278	66.334	11.056	38.694	49.750	10.000	20.000	30.000	283.070
2016	6.000	50.000	56.000	6.784	35.000	41.784	-	-	-	239.543
2015	6.000	50.000	56.000	6.784	35.000	41.784	-	-	-	234.150

1 Overlapping rates are those of local and county governments that apply to property owners within the Town of Superior. Not all overlapping rates apply to all Town of Superior property owners (e.g. the rates for the special districts apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district.

Source: Current and prior years' Assessment Abstract and Summary of Tax Levies, Boulder County (Colorado) Assessor's Office

TOWN OF SUPERIOR
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended December 31	Total Tax Levy for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2014 [2] [3]	3,079,748	3,074,627 [1]	99.83%	0 [1]	3,074,627	99.83%
2015 [2] [3]	3,078,255	3,073,847 [1]	99.86%	0 [1]	3,073,847	99.86%
2016 [2] [3]	3,381,764	3,366,958 [1]	99.56%	0 [1]	3,366,958	99.56%
2017 [2] [3]	3,389,790	3,379,370 [1]	99.69%	0 [1]	3,379,370	99.69%
2018 [2] [3]	3,744,587	3,727,953 [1]	99.56%	0 [1]	3,727,953	99.56%
2019 [2]	2,799,574	2,784,704 [1]	99.47%	0 [1]	2,784,704	99.47%
2020 [2]	2,977,881	2,955,009 [1]	99.23%	0 [1]	2,955,009	99.23%
2021 [2]	2,935,546	2,927,027 [1]	99.71%	0 [1]	2,927,027	99.71%
2022 [2]	3,274,724	3,256,211 [1]	99.43%	0 [1]	3,256,211	99.43%
2023 [2]	2,865,104	2,864,104	99.97%	10,538	2,874,642	100.33%
2024 [2]	4,710,295	4,710,219	100.00%	7,500	4,717,719	100.16%

[1] Prior year delinquent amounts are considered immaterial and included with current tax collections

[2] Reflects property tax levy for Superior McCaslin Interchange District (SMID) and Town of Superior

[3] Includes property tax levy for Superior Metropolitan District Number 2 and Superior Metropolitan District Number 3 debt service

Source: Boulder County (Colorado) Assessor's Office

TOWN OF SUPERIOR

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

	Governmental Activities				Business-Type Activities					
Fiscal Year	Sales & Use Tax Revenue Bonds	General Obligation Bonds	Certificates of Participation	Lease Payable	Water & Sewer Refunding Bonds	Sewer CWRPDA Loan	Water & Sewer Capital Leases	Total Primary Government	Percentage of Personal Income [1]	Per Capita [1]
2015	17,694,886	5,483,000	-	-	19,850,000	-	271,872	43,299,758	5.22%	3,348
2016	15,182,822	4,314,000	-	-	18,500,000	-	204,878	38,201,700	4.47%	2,914
2017	12,918,855	3,123,000	-	-	17,125,000	-	138,234	33,305,089	3.65%	2,552
2018	10,492,916	1,910,000	-	-	15,720,000	-	69,954	28,192,870	2.91%	2,140
2019	7,912,852	1,605,000	4,125,000	-	14,290,000	-	-	27,932,852	2.79%	2,136
2020	11,074,386	1,295,000	7,125,000	-	12,830,000	6,994,064	-	39,318,450	3.77%	3,002
2021	8,301,908	980,000	7,125,000	233,030	11,345,000	6,800,983	-	34,785,921	2.99%	2,681
2022	7,855,396	660,000	6,660,000	425,579	9,830,000	6,603,688	-	32,034,663	2.66%	2,617
2023	7,403,884	335,000	6,180,000	302,968	8,285,000	6,401,423	-	28,908,275	2.30%	2,306
2024	6,095,000	-	5,685,000	172,969	6,710,000	6,023,074	-	24,686,043	N/A	N/A

[1] See Demographic and Economic Statistics Schedule for personal income and population data.

Note: Details regarding the town's outstanding debt can be found in the notes to the financial statements.

TOWN OF SUPERIOR

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service Fund	Total	Percentage of Estimated Actual Taxable Value of Property [1]	Per Capita [2]
2015	5,483,000	276,519	5,206,481	0.26%	403
2016	4,314,000	179,311	4,134,689	0.21%	315
2017	3,123,000	98,432	3,024,568	0.12%	232
2018	1,910,000	90,972	1,819,028	0.07%	138
2019	1,605,000	54,326	1,550,674	0.06%	119
2020	1,295,000	24,840	1,270,160	0.05%	97
2021	980,000	3,231	976,769	0.03%	75
2022	660,000	0	660,000	0.02%	54
2023	335,000	0	335,000	0.01%	27
2024	0	0	0	N/A	N/A

Note: Details regarding the town's outstanding debt can be found in the notes to the financial statements.

[1] See the Schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

[2] Population data can be found in the Schedule of Demographic and Economic Statistics.

TOWN OF SUPERIOR
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF DECEMBER 31, 2024

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable [1]	Estimated Share of Overlapping Debt
Debt repaid with property taxes: BVSD and MVFA	$ 884,385,000	3.66%	$ 32,364,301
Subtotal, overlapping debt			32,364,301
Town of Superior direct debt			12,800,341
Total direct and overlapping debt			$ 45,164,642

Sources: Assessed value data used to estimate applicable percentages provided by the County Assessor Office.
Debt outstanding data provided by the Boulder Valley School District (BVSD) and Mountain View Fire Authority (MVFA).

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the Town of Superior. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be take into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

1 The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the school district's and fire authority's taxable assessed value that is within the government's boundaries and dividing it by the district's and authority's total taxable assessed value.

TOWN OF SUPERIOR
LEGAL DEBT MARGIN INFORMATION
LAST TEN FISCAL YEARS

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Debt Limit	$ 60,689,183	$ 61,730,498	$ 74,996,545	$ 75,927,598	$ 83,087,911	$ 84,538,042	$ 97,340,843	$ 89,315,676	$ 140,470,641	$ 150,972,108
Total net debt applicable to limit	5,206,481	4,134,689	3,024,568	1,819,028	1,550,674	1,270,160	976,769	622,806	335,000	-
Legal debt margin	$ 55,482,702	$ 57,595,809	$ 71,971,977	$ 74,108,570	$ 81,537,237	$ 83,267,882	$ 96,364,074	$ 88,692,870	$ 140,135,641	$ 150,972,108
Total net debt applicable to the limit as a percentage of debt limit	8.58%	6.70%	4.03%	2.40%	1.87%	1.50%	1.00%	0.70%	0.24%	0.00%

Legal Debt Margin Calculation for Fiscal Year 2024

Actual Value	$ 4,399,440,436
Add back: exempt real property	632,963,149
Total Assessed Value	$ 5,032,403,585
Debt limit (3% of total actual value)	150,972,108
Debt applicable to limit	
General obligation bonds	0
Less: Amount set aside for repayment of	0
Total net debt applicable to limit	-
Legal debt margin	$ 150,972,108

Note: Under state finance law, the Town of Superior's general obligation debt should not exceed 3 percent of the total actual property value. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

TOWN OF SUPERIOR
PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

	Superior Metropolitan District #1 (SMD1) Revenue Bonds & Sewer CWRPDA Loan					
				Debt Service		
Fiscal Year	SMD1 Charges and Other	Less: Operating Expenses	Net Available Revenue	Principal	Interest	Coverage
2015	10,307,346	2,731,184	7,576,162	1,085,000	1,170,900	3.36
2016	10,012,533	3,116,618	6,895,915	1,350,000	387,075	3.97
2017	11,782,243	3,121,624	8,660,619	1,375,000	360,750	4.99
2018	11,937,025	3,626,783	8,310,242	1,405,000	333,938	4.78
2019	12,013,328	3,702,036	8,311,292	1,430,000	306,540	4.79
2020	13,562,961	4,225,353	9,337,608	1,506,105	314,956	5.13
2021	17,201,344	3,933,966	13,267,378	1,664,670	368,886	6.52
2022	21,040,626	4,335,553	16,705,073	1,699,187	335,429	8.21
2023	17,469,869	5,095,082	12,374,787	1,734,674	301,386	6.08
2024	19,319,757	4,552,327	14,767,430	1,771,610	266,759	7.24

	Superior Urban Renewal Authority (SURA) Revenue Bonds			
	Sales Tax and Other	Principal	Interest	Coverage
2015	1,948,116	825,000	177,731	1.94
2016	2,029,732	855,000	144,967	2.03
2017	2,198,554	890,000	110,783	2.20
2018	2,219,037	925,000	75,317	2.22
2019	2,286,090	965,000	38,455	2.28
2020	3,127,662	3,011,887	-	1.04
2021	1,667,987	2,335,966	-	0.71
2022	-	-	-	0.00
2023	-	-	-	0.00
2024	-	-	-	0.00

Note: Details regarding the town's outstanding debt can be found in the notes to the financial statements.

Note: SMD1 charges and other includes interest income and sales tax sharing.
Operating expenses do not include interest or depreciation.

Note: SURA Bonds were fully paid in 2021.

TOWN OF SUPERIOR
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population [1]	Total Personal Income (in thousands)	Per Capita Personal Income [2]	Median Age Boulder Cty [1]	School Enrollment [3]	Unemployment Rate Boulder Cty [1]
2015	12,932	830,196	64,197	36.5	30,875	2.6%
2016	13,111	854,182	65,150	36.6	30,837	2.2%
2017	13,051	913,152	69,968	36.9	30,985	2.6%
2018	13,174	968,526	73,518	37.0	30,880	3.3%
2019	13,078	1,000,820	76,527	37.2	30,718	2.0%
2020	13,107	1,043,959	79,649	37.4	29,096	6.9%
2021	12,974	1,162,380	89,593	37.6	28,776	3.2%
2022	12,240	1,206,289	98,553	38.0	27,543	2.8%
2023	12,536	1,256,634	100,242	38.4	27,287	3.2%
2024	N/A	N/A	N/A	38.9	N/A	4.0%

Data Sources

[1] Colorado Department of Local Affairs

[2] U.S. Bureau of Economic Analysis

[3] Boulder Valley School District

N/A - Not available

TOWN OF SUPERIOR

FULL-TIME EQUIVALENT GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

Function	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Government										
Administration	4.40	4.40	4.40	6.40	6.40	6.40	9.40	12.40	14.40	17.40
Clerk	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10
Finance	5.00	5.00	5.00	5.00	5.00	6.00	6.00	6.00	3.00	3.00
Judicial	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Parks, Recreation and Open Space	10.00	10.00	10.00	11.00	12.00	12.00	11.00	15.50	16.00	18.00
Public Works	9.00	10.00	10.00	10.00	10.00	10.00	10.00	11.50	12.00	13.00
Total	30.00	31.00	31.00	34.00	35.00	36.00	38.00	47.00	47.00	53.00

Source: Town budget office.

TOWN OF SUPERIOR
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Police *										
Calls for Service	4,005	4,188	4,703	4,609	4,638	4,223	5,091	5,388	5,793	6,612
Crimes Reported	196	215	158	193	162	230	252	134	110	81
Traffic Violations	2,242	2,088	1,707	1,937	2,361	1,081	1,110	1,348	1,555	1,616
Animal Control Calls	359	371	405	397	352	274	298	244	285	350
Highways and streets										
Street resurfacing (lane miles)	2.2	0.5	-	2.9	2.9	0.52	1.40	-	1.50	5.27
Potholes repaired (square yards)	1,026	11,308	1,315	1,081	1,290	444	520	315	209	225
Parks, Recreation and Open Space										
Athletic field/facility permits issued	1,310	1,267	1,371	1,520	1,696	843	2,219	3,549	7,338	9,596
Total recreation program participants	2,430	1,915	2,012	1,739	1,475	1,085	1,801	1,789	2,576	4,088
Water										
Average number of active connections (1)	3,665	3,746	3,803	3,867	3,977	4,067	4,143	4,034	4,076	4,323
Average daily demand (thousands of gallons)	1,221	1,261	1,258	1,241	1,239	1,378	1,298	1,254	1,140	1,330
Total Potable gallons used (thousands of gallons)	450,890	472,150	482,500	452,970	419,770	503,082	473,806	462,820	415,500	486,132
Total Non-Potable gallons used (thousands of gallons)	167,426	219,685	205,361	212,310	215,999	276,441	243,852	256,270	171,063	242,228
Sewer										
Average number of active connections (1)	3,665	3,743	3,799	3,860	3,963	4,053	4,125	4,011	4,057	4,307
Average daily sewage treatment (thousands of gallons)	1,173	901	1,092	1,266	1,000	1,177	1,505	1,125	1,147	1,141
Stormwater										
Average number of active connections (1)	3,670	3,755	3,811	3,872	3,964	4,042	4,133	4,080	4,167	4,417

Sources: Various town departments.

Note: Indicators are not available for the general government function.

* Police Services are contracted with Boulder County

(1) An active connection is a meter or sewer connection that is billed. Taps that are in the process of connection or transfer of ownership are not included. An active connection for multi-family or commercial use does not include the total number of residential equivalents (EQR's) that would be serviced by the connection; accordingly, there are significantly more EQR's that are being served than those reported in this table as active connections.

TOWN OF SUPERIOR
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Function	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Public Safety										
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Units *	6	6	6	6	6	6	6	6	6	6
Fire Stations **	2	2	2	2	2	2	2	2	2	2
Highways and streets										
Streets (miles)	37	37	37	37	38	39.8	39.8	39.8	47.9	52.4
Streetlights	783	783	783	783	853	1,051	1,109	1,137	1,183	1,183
Traffic Signals	11	11	11	11	11	11	11	10	10	10
Parks, Recreation and Open Space										
Open Space acreage	65.06	65.06	65.06	65.06	65.06	247.06	247.06	247.06	248.15	248.43
Parks, Playgrounds	11	12	12	12	12	12	12	11	12	13
Swimming Pools	2	2	2	2	2	2	2	2	2	2
Tennis Courts	4	4	4	4	4	4	4	4	4	4
Water										
Water mains (miles)	48.2	48.2	48.2	50.4	50.4	52.8	53.4	53.4	57.5	59.0
Fire Hydrants	429	429	429	433	433	472	478	501	514	520
Sewer										
Sanitary sewer (miles)	37.4	37.4	37.4	41.2	41.2	43.9	44.3	45.7	47.1	47.2
Stormwater										
Miles of service lines	10.4	10.4	10.4	19.7	19.7	21.6	22.4	23.6	24.1	22.2

Sources: Various town departments.

Note: Capital asset indicators are not available for the general government function.

* Police Services are contracted with Boulder County
** Fire Services are provided by Rocky Mountain Fire Authority

STATE COMPLIANCE

Form Approved
The public report burden for this information collection is estimated to average 380 hours annually. OMB No. 2125-0032

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/24

This Information From The Records Of:	Prepared By:
Town of Superior	Valerie Webb

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	$ 4,273,186
3. Other local imposts (from page 2)	$ 1,004,870
4. Miscellaneous local receipts (from page 2)	$ 142,268
5. Transfers from toll facilities	$ -
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	$ -
b. Bonds - Refunding Issues	$ -
c. Notes	$ -
d. Total (a. + b. + c.)	$ -
7. Total (1 through 6)	$ 5,420,324
B. Private Contributions	
C. Receipts from State government (from page 2)	$ 448,222
D. Receipts from Federal Government (from page 2)	$ -
E. Total receipts (A.7 + B + C + D)	$ 5,868,547

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway expenditures:	
1. Capital outlay (from page 2)	$ 3,606,041
2. Maintenance:	$ 10,018
3. Road and street services:	
a. Traffic control operations	$ 376,887
b. Snow and ice removal	$ 600,955
c. Other	$ -
d. Total (a. through c.)	$ 977,842
4. General administration & miscellaneous	$ 1,002,367
5. Highway law enforcement and safety	$ -
6. Total (1 through 5)	$ 5,596,268
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	$ -
b. Redemption	$ -
c. Total (a. + b.)	$ -
2. Notes:	
a. Interest	$ 11,282
b. Redemption	$ 335,000
c. Total (a. + b.)	$ 346,282
3. Total (1.c + 2.c)	$ 346,282
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total expenditures (A.6 + B.3 + C + D)	$ 5,942,550

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				$ -
1. Bonds (Refunding Portion)				$ -
B. Notes (Total)	$ 335,000		$ 335,000	$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
$ 1,381,694	$ 5,868,547	$ 5,942,550	$ 1,307,691	$ 0

Notes and Comments:

FORM FHWA-536 (Rev.06/2000)

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/24

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		**A.4. Miscellaneous local receipts:**	
a. Property Taxes and Assesments	$ 397,979	a. Interest on investments	$ 142,268
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes	$ 577,733	c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	$ 29,158	g. Other Misc. Receipts	
6. Total (1. through 5.)	$ 606,891	h. Other	$ -
c. Total (a. + b.)	$ 1,004,870	i. Total (a. through h.)	$ 142,268
(Carry forward to page 1)		*(Carry forward to page 1)*	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user taxes (from Item I.C.5.)	$ 351,619	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	$ 36,959	d. Federal Transit Administration	
d. DOLA Grant		e. U.S. Corps of Engineers	
e. Other	$ 59,644	f. Other Federal ARPA	
f. Total (a. through e.)	$ 96,603	g. Total (a. through f.)	$ -
4. Total (1. + 2. + 3.f)	$ 448,222	3. Total (1. + 2.g)	$ -
(Carry forward to page 1)		*(Carry forward to page 1)*	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			$ -
b. Engineering Costs		$ 4,423	$ 4,423
c. Construction:			
(1). New Facilities		$ -	$ -
(2). Capacity Improvements		$ -	$ -
(3). System Preservation		$ 520,684	$ 520,684
(4). System Enhancement And Operation		$ 3,080,934	$ 3,080,934
(5). Total Construction (1)+(2)+(3)+(4)	$ -	$ 3,601,618	$ 3,601,618
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	$ -	$ 3,606,041	$ 3,606,041
(Carry forward to page 1)			

Notes and Comments:

FORM FHWA-536

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable Mayor and Town Council
Town of Superior
Superior, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Superior, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town of Superior's basic financial statements, and have issued our report thereon dated May 2, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Town of Superior's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Town of Superior's internal control. Accordingly, we do not express an opinion on the effectiveness of Town of Superior's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Superior's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
May 2, 2025

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and Town Council
Town of Superior
Superior, Colorado

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Town of Superior's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Town of Superior's major federal programs for the year ended December 31, 2024. Town of Superior's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Town of Superior complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative* Requirements*, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Town of Superior and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Town of Superior's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Town of Superior's federal programs.

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Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Town of Superior's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Town of Superior's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.

- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Town of Superior's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- obtain an understanding of Town of Superior's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Town of Superior's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
May 2, 2025

TOWN OF SUPERIOR
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
DECEMBER 31, 2024

Federal Grantor/Pass through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
Department of Homeland Security				
Passed through the Colorado Department of Homeland Security & Emergency Management				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	4364DR-CO	$ -	1,100,458
Total Department of Homeland Security			-	1,100,458
Department of Treasury				
Passed through the Colorado Department of Local Affairs				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	4414	-	$ 1,107,351
Total Department of Transportation			-	1,107,351
Total Expenditures of Federal Awards			$ -	$ 2,207,809

See Notes to the Schedule of Expenditures of Federal Awards (SEFA)

NOTE 1 BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), using the accrual basis of accounting. Such expenditures are recognized following cost principles contained in the Uniform Guidance for all awards. The Town does not charge a 10% de minimis indirect cost rate.

NOTE 2 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DISASTER ASSISTANCE

Non-Federal entities must record expenditures on the SEFA when: (1) FEMA has approved the non-Federal entity's Project Worksheet (PW), and (2) the non-Federal entity has incurred the eligible expenditures. Federal awards expended in years subsequent to the fiscal year in which the PW is approved are to be recorded on the non-Federal entity's SEFA in those subsequent years.

TOWN OF SUPERIOR
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
DECEMBER 31, 2024

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? _____ yes ____x_____ no
   - Significant deficiency(ies) identified? reported _____ yes ____x_____ none
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes ____x_____ no

Identification of Major Federal Program

Assistance Listing Number	Name of Federal Program or Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee? ____X____ yes _____no

TOWN OF SUPERIOR
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
DECEMBER 31, 2024

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

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ITEM NO. 4

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Project Update – Rock Creek Parkway / Coal Creek Drive Roadway Improvements Project**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Brannon Richards, Public Works and Utilities Director**

PRESENTED FOR: **Update and Discussion**

BACKGROUND:
The Rock Creek Parkway improvement project from Indiana Street to 88th Street, has been identified as a project need and was listed as a potential project in the 2024 Sales Tax Ballot Measure language, which passed in November 2024. In March 2025, the Town Council approved the agreement with Kimley-Horn and Associates, Inc. (KHA) to complete the design phase of the project, to include a roundabout at the intersection of Rock Creek Parkway and Coal Creek Drive.

KHA and Town staff have been working to complete the design phase of the project, with the goal to start and complete construction in 2025. The design phase is approximately 90% complete and staff are presenting the design plans for review and discussion with Town Council.

PROJECT SCHEDULE:

March – June 2025	Design
May/June	Construction Bid and Award Phase
June/July	Council Approval of Construction Award
July – October 2025	Construction

ATTACHMENTS:
- Design Drawings
- Engineer Opinion of Probable Construction Costs

TOWN OF SUPERIOR

BOULDER COUNTY, COLORADO
ROCK CREEK PARKWAY IMPROVEMENTS
100% CONSTRUCTION PLANS

COORDINATE DATUM:

MODIFIED COLORADO STATE PLAN NORTH ZONE 83(2011) COORDINATES. PROJECT COORDINATES ARE DERIVED FROM STATE PLANE COORDINATES USING THE FOLLOWING FORMULAS:
PROJECT NORTHING = (STATE PLANE NORTHING X 1.0002189685)
PROJECT EASTING = (STATE PLANE EASTING X 1.0002189685)
POINTS WERE SCALED FROM CPT #1

BENCHMARK

CITY AND COUNTY OF BROOMFIELD CONTROL POINT #15 LOCATED IN THE MEDIAN OF ELDORADO BLVD, APPROXIMATELY 2,000 FEET WEST OF THE INTERSECTION OF ELDORADO BLVD AND INTERLOCKEN LOOP AND APPROXIMATELY 500 FEET WESTERLY OF THE CAMDEN INTERLOCKEN APARTMENTS.
ELEVATION: 5516.10 (NAVD 88)

PROJECT CONTACTS:

PROJECT MANAGER:
TOWN OF SUPERIOR
100 SUPERIOR PLAZA, SUITE 200,
SUPERIOR, CO 80027
CONTACT:CHRISTINE KATZ, P.E.
TEL: (303)-499-3675 (EXT.191)

ENGINEER:
KIMLEY-HORN
11800 RIDGE PKWY #200,
BROOMFIELD, CO 80021
CONTACT: TYLER LOEFFLER, P.E.
TEL: 303-481-0446

SURVEYOR:
LJA SURVEYING
7800 EAST UNION AVE, SUITE 575
DENVER, CO 80237
CONTACT: MARK HALL, PLS
TEL: 303-481-4016



VICINITY MAP
NTS

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SHEET INDEX

SHEET NUMBER	SHEET DESCRIPTION
1	COVER
2-6	GENERAL NOTES
7	SUMMARY OF APPROXIMATE QUANTITIES
8-10	SURVEY CONTROL
11-13	HORIZONTAL CONTROL
14-15	TYPICAL SECTION
16-18	REMOVALS AND RESETS
19-21	PAVING PLAN
22-26	ROADWAY PLAN AND PROFILE
29-34	GRADING DETAILS
35	STORM PLAN & PROFILE
36-39	SIGNING & STRIPING PLAN
40-42	EXISTING UTILITIES
43-45	EROSION CONTROL PLAN
46-51	SUGGESTED CONSTRUCTION PHASING

ALL WORK SHALL BE CONSTRUCTED TO THE TOWN OF SUPERIOR STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER TOWN OF SUPERIOR REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

TOWN ENGINEER _____ DATE _____

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
COVER

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
COVER.dwg

SHEET NO.
1

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\COVER.dwg TYLER.LOEFFLER

TOWN OF SUPERIOR GENERAL NOTES:

1. DEFINITIONS
   OWNER: PROPERTY OWNER(S)
   CONTRACTOR: THE PERSON OR GROUP COMPLETING THE WORK
   ENGINEER: PROFESSIONAL ENGINEER OF RECORD.
   TOWN OF SUPERIOR: AUTHORIZED REPRESENTATIVE(S) OF THE TOWN PUBLIC WORKS & UTILITIES DEPARTMENT; THE AGENCY OF JURISDICTION.

2. ALL WORK SHALL CONFORM TO THE LATEST REVISION OF CDOT STANDARDS AND SPECIFICATIONS, AND THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.

3. THE CONTRACTOR SHALL HAVE STAMPED AND SIGNED BY THE ENGINEER AND TOWN DRAWINGS, SPECIFICATIONS AND CURRENT TOWN OF SUPERIOR SPECIFICATIONS ON SITE AT ALL TIMES.

4. THE ENGINEERING CONCEPT REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEARS ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL REPORT AND DISCREPANCIES TO THE ENGINEER AND THE TOWN IMMEDIATELY.

5. ALL WORK ON THE PROJECT SHALL BE PERFORMED DURING REGULAR WORK HOURS: 7AM TO 5PM, MONDAY THROUGH FRIDAY. RESTRICTED HOURS MAY BE DICTATED BY THE TOWN. ALL WORK ON THE PROJECT SHALL COMPLY WITH THE SUPERIOR MUNICIPAL CODE. NO WORK SHALL BE PERFORMED OUTSIDE REGULAR WORK HOURS OR ON SATURDAY OR SUNDAY, OR ANY OF THE TOWN OBSERVED HOLIDAYS WITHOUT RECEIVING PRIOR WRITTEN CONSENT FROM THE TOWN OR A DESIGNATED REPRESENTATIVE. TOWN OBSERVED HOLIDAYS INCLUDE NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, JUNETEENTH, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, FRIDAY FOLLOWING THANKSGIVING, CHRISTMAS EVE, AND CHRISTMAS DAY. REQUEST FOR WORK OUTSIDE REGULAR WORK HOURS SHALL BE RECEIVED TWO (2) BUSINESS DAYS PRIOR TO THE PROPOSED DATE OF THE WORK. REFER TO SECTION 150.00 PERMITS AND INSPECTIONS OF THE TOWN DESIGN STANDARDS AND SPECIFICATIONS.

6. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED BY THE OWNER WITH THE TOWN ENGINEERING STAFF AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE: OWNER, ENGINEER, SUPERIOR, CONTRACTOR, GEOTECHNICAL ENGINEER, SURVEYOR, AND ANY OTHER AFFECTED AGENCIES. CONSTRUCTION DOCUMENTS WITH THE DESIGN STANDARDS AND SPECIFICATIONS COMPLIANCE STATEMENT AND SIGNATURE SHALL BE DISTRIBUTED AT THE PRECONSTRUCTION MEETING.

7. AN ON-SITE PRECONSTRUCTION CONFERENCE WITH TOWN PUBLIC WORKS STAFF SHALL OCCUR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO CONNECTING TO EXISTING TOWN UTILITIES.

8. THE CONTRACTOR SHALL PAY FOR AND OBTAIN THE REQUIRED RIGHT-OF-WAY CONSTRUCTION PERMIT AND ANY OTHER REQUIRED PERMIT FROM THE TOWN OF SUPERIOR PRIOR TO COMMENCING WORK ON THE PROJECT.

9. ALL OPERATIONS SHALL CONFORM TO THE APPLICABLE REGULATIONS SET FORTH BY THE ICC AND OSHA.

10. THE TOWN OF SUPERIOR PUBLIC WORKS AND UTILITIES DEPARTMENT, PHONE (303) 499-3675, SHALL BE NOTIFIED A MINIMUM OF 48 WORKING HOURS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.

11. ALL PHASES OF WORK PERFORMED ON DEDICATED PUBLIC INFRASTRUCTURE AND WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED AND APPROVED BY REPRESENTATIVE OF THE TOWN OF SUPERIOR. REQUESTS FOR INSPECTION SHALL BE MADE TO THE TOWN OF SUPERIOR, PHONE (303) 709-6726, OR (303) 499-3675 A MINIMUM OF 24 HOURS IN ADVANCE. OBSERVATION AND ONSITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR APPROVAL BY SUPERIOR STAFF OF CONTRACTOR'S WORK ON CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR LONGER THAN 5 DAYS AFTER INITIAL START-UP, CONTRACTOR SHALL NOTIFY THE SUPERIOR CONSTRUCTION INSPECTION SUPERVISOR ONE (1) BUSINESS DAY PRIOR TO RESTART OF CONSTRUCTION.

12. IN THE EVENT OF AN EMERGENCY CONTACT SUPERIOR AT (303) 494-9477 DURING WORK HOURS OR (303) 438-6400 AFTER HOURS.

13. NOTIFY SUPERIOR AT (303) 499-3675 AND MOUNTAIN VIEW FIRE & RESCUE AT (303) 772-0710 FOR ANY STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE, AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION.

14. PRIOR TO ANY CONSTRUCTION ON THE PROJECT, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION SITE VISIT WITH THE TOWN OF SUPERIOR REPRESENTATIVE TO VERIFY AND DOCUMENT THE EXISTING CONDITION OF ADJACENT PUBLIC IMPROVEMENTS.

15. THE CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORT ON THESE CONSTRUCTION DOCUMENTS AND WORK REQUIRED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE TOWN PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER SHALL COORDINATE ANY PROPOSED CHANGES WITH THE TOWN.

16. THE CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO PUBLIC RIGHT-OF-WAY, AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, AND AREAS UNDER OWNERSHIP OF OWNER, UNLESS OTHERWISE AUTHORIZED BY THE AFFECT PROPERTY OWNER AND ACKNOWLEDGED BY SUPERIOR. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENTS FOR INGRESS AND EGRESS FROM THE WORKSITE FROM ADJACENT PRIVATE PROPERTY OWNERS. ACCESS TO ANY ADJACENT PRIVATE PROPERTY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

17. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARDS, PERMITS, BONDS, ETC. WHICH ARE NECESSARY TO PERFORM THE WORK.

18. CONTRACTOR SHALL KEEP ONE RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDA, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE SHALL BE AVAILABLE TO THE ENGINEER AND SHALL BE DELIVERED TO HIM FOR TOWN RECORDS UPON COMPLETION OF THE PROJECT.

19. THE ENGINEER SHALL REVIEW ALL SUBMITTALS PRIOR TO SENDING THE SUBMITTALS TO THE TOWN FOR IT'S REVIEW.

20. THE PHYSICAL FEATURES SHOWN ON THIS PLAN ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL FEATURES, INCLUDING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND PROTECTING THE SAME. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT ALL UTILITIES ARE NECESSARILY SHOWN. THE CONTRACTOR SHALL CONTACT TOWN, UNCC, AND APPROPRIATE ENTITIES TO LOCATE UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE EXACT LOCATION OF EACH UTILITY SHALL BE FIELD VERIFIED BEFORE COMMENCING WORK. THE CONSTRUCTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

22. CALL THE TOWN AT (303) 709-6727 FOR LOCATES OF EXISTING TOWN UTILITIES INCLUDING POTABLE AND NON-POTABLE WATER LINES, SANITARY SEWER LINES, STORM SEWER LINES, PUBLIC IRRIGATION LINES, AND TRAFFIC CONTROL DEVICES. CALL TWO (2) BUSINESS DAYS PRIOR, NOT INCLUDING THE DAY OF THE CALL, TO THE START OF CONSTRUCTION.

23. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFICATION OF SUPERIOR UTILITY CUSTOMERS FOR POTENTIAL SERVICE OUTAGES AND TO COORDINATE WITH SUPERIOR PUBLIC WORKS FOR DETERMINATION OF MINIMUM TIME REQUIREMENTS. SUPERIOR PUBLIC WORKS SHALL BE NOTIFIED TWO (2) BUSINESS DAYS IN ADVANCE TO SCHEDULE AN OUTAGE.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH THE APPROPRIATE UTILITY REPRESENTATIVES TO BE ON SITE DURING POTHOLING AND SHALL LIKEWISE BE RESPONSIBLE FOR DETERMINING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

25. LOCATIONS OF UTILITIES REPRESENT THE BEST KNOWN LOCATIONS AT THE TIME OF PREPARATION OF DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES IN ADVANCE OF EXCAVATION. RELOCATION OF UTILITIES MAY OR MAY NOT BE NEEDED AFTER THEY ARE EXPOSED. WHEN THE CONTRACTOR DISCOVERS A DISCREPANCY IN LOCATIONS, THEY SHALL CONTACT THE ENGINEER IMMEDIATELY.

26. THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE WITH THE UTILITY ADJUSTMENT AND RELOCATION EFFORT. LINES NOT ADJUSTED OR RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THE MINOR ADJUSTMENT OF STRUCTURES IN ORDER TO CLEAR A CONFLICTING UTILITY.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING LIVE UTILITIES DURING CONSTRUCTION OPERATIONS AND SHALL HOLD TOWN OF SUPERIOR HARMLESS FOR ANY AND ALL DAMAGES TO LIVE UTILITIES ARISING FROM CONSTRUCTION OPERATIONS.

28. THE CONTRACTOR OBTAIN A CONSTRUCTION STORMWATER DISCHARGE PERMIT AND CONSTRUCTION DEWATERING PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL (CDPHE). CDPHE MAY TAKE UP TO 30 DAYS TO RESPOND TO A PERMIT REQUEST.

29. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION. THE REPAIR OF DAMAGES RESULTING FROM DRAINAGE AND RUNOFF IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

30. THE CONTRACTOR SHALL PROTECT ALL WORK AREAS AND FACILITIES FROM WATER AT ALL TIMES. AREAS AND FACILITIES SUBJECTED TO FLOODING, REGARDLESS OF THE SOURCE OF WATER SHALL BE PROMPTLY DEWATERED AND RESTORED BY THE CONTRACTOR.

31. A CONSTRUCTION WATER PERMIT SHALL BE OBTAINED FROM THE TOWN OF SUPERIOR AND A HYDRANT METER WILL BE PROVIDED BY THE TOWN FOR A NOMINAL FEE AS A DEPOSIT. THE DEPOSIT WILL BE RETURNED ONCE THE CONTRACTOR RETURNS THE HYDRANT METER. ALL CONSTRUCTION WATER SHALL BE OBTAINED FROM THE TOWN AND MEASURED THROUGH A HYDRANT METER. THE TOWN WILL NOT CHARGE FOR THE CONSTRUCTION WATER.

32. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES. FOR INFORMATION CONTACT CDPHE WATER QUALITY CONTROL DIVISION AT (303) 692-3150.

33. ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. IN NO CASE SHALL THE STREETS AND SIDEWALKS BE LEFT UNCLEAN AFTER COMPLETION OF THE DAY'S WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE NECESSARY EQUIPMENT AND MATERIALS TO THE CLEAN THE STREETS AND SIDEWALKS.

34. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE COLORADO PERMITTING PROCESS FOR "FUGITIVE DUST EMISSIONS ASSOCIATED WITH CONSTRUCTION ACTIVITIES". WATER SHALL BE USED AS A DUST PALLIATIVE AS LONG AS REQUIRED.

35. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS.

36. THE CONTRACTOR SHALL ALSO PERFORM CONSTRUCTION ACTIVITIES TO AVOID UNNECESSARY IMPACTS TO EXISTING VEGETATION. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS OWN EXPENSE.

37. CONSTRUCTION ACTIVITIES, IN ADDITION TO NORMAL CONSTRUCTION PROCEDURES SHALL INCLUDE THE PARKING OF VEHICLE OR EQUIPMENT, DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS. DURING ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL KEEP ALL EQUIPMENT AND MATERIALS WITHIN THE LIMITS OF THE DISTURBANCE ARE.

38. THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTS, BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES, AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS DESIGNATED TO REMAIN IN PLACE FROM DAMAGE DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S OWN EXPENSE UNDER THE DIRECTION OF A COLORADO LICENSE PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR SHALL DOCUMENT PRE-CONSTRUCTION CONDITIONS WITH PHOTOGRAPHY AND VIDEOGRAPHY.

39. THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNERS TO ENSURE THEIR LANDSCAPING IS PROTECTED AND PROPERLY CARED FOR SHOULD THE PROJECT DISTURB OR INTERRUPT NORMAL MAINTENANCE.

40. NO OVERWEIGHT TRUCKS WILL BE ALLOWED ON TOWN OF SUPERIOR STREETS.

41. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY PROBLEM IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENTS OF THE IMPROVEMENTS PRIOR TO CONSTRUCTION.

42. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THIS SHALL APPLY TO THE PROJECT DURING THE ENTIRE TIME FRAME DURING ALL HOURS AND NOT LIMITED TO WORKING HOURS.

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GENERAL NOTES

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

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TOWN OF SUPERIOR GENERAL NOTES (CONT.):

43. TRAFFIC AND PEDESTRIAN CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS).

44. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND CLEANING OF TRAFFIC CONTROL DEVICES. EXISTING PAVEMENT MARKINGS SHALL BE MAINTAINED DURING CONSTRUCTION OPERATIONS, IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND THE DESIGN STANDARDS AND SPECIFICATIONS.

45. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT DOES NOT MATERIALLY DAMAGE THE SURFACE OR TEXTURE OF THE PAVEMENT OR EXISTING SURFACING. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY ARE NOT VISIBLE UNDER DAY OR NIGHT CONDITIONS.

46. ALL REGULATORY, WARNING, GUIDE AND OTHER SIGNS ON THIS PROJECT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL SIGNS AND SIGN PLACEMENT SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS).

47. AT LEAST 5 WORKING DAYS PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES THE TRAFFIC AND PEDESTRIAN CONTROL PLAN SHALL BE SUBMITTED TO THE TOWN OF SUPERIOR FOR REVIEW AND APPROVAL. THE PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR. NO WORK SHALL BEGIN UNTIL ALL TRAFFIC AND PEDESTRIAN CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE APPROVED PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC AND PEDESTRIAN CONTROL DEVICES FOR THE DURATION OF THE PROJECT.

48. STATIONS, ELEVATIONS AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM RECENT SURVEY. THE CONTRACTOR SHALL VERIFY CONSTRUCTION STAKING DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING MA

49. IF A CONFLICT EXISTS OR A DESIGN MODIFICATION IS REQUIRED THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN. DESIGN MODIFICATIONS SHALL BE REVIEWED AND APPROVED BY THE TOWN OF SUPERIOR PRIOR TO BEGINNING CONSTRUCTION.

50. IN CASE EXISTING CONDITIONS OR DIMENSIONS VARY FROM THOSE SHOWN ON APPROVED DRAWINGS, CONTRACTOR SHALL NOTIFY THE ENGINEER SO PROPER ADJUSTMENTS CAN BE MADE.

51. PROOF-ROLL SUBGRADE BELOW ALL CONCRETE CURB AND GUTTER, SIDEWALK, PATH, CONCRETE AND ASPHALT PAVEMENTS WITH A PNEUMATIC-TIRED AND LOADED 10-WHEEL, TANDEM-AXLE DUMP TRUCK OR WATER TRUCK WEIGHING NOT LESS THAN 18 KIPS PER AXLE TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES. COMPLETELY PROOF-ROLL SUBGRADE WITH 2 PASSES IN ONE DIRECTION. LIMIT VEHICLE SPEED TO 3 MPH. EXCAVATE SOFT SPOTS, UNSATISFACTORY SOILS, AND AREAS OF EXCESSIVE PUMPING OR RUTTING, AS DETERMINED BY ENGINEER, AND REPLACE WITH COMPACTED BACKFILL OR FILL MEETING THE PROJECT SPECIFICATIONS.

52. ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THE ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.

53. EMERGENCY ACCESS MUST BE MAINTAINED AT ALL TIMES.

54. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A DISPOSAL SITE FOR UNUSED MATERIAL, AND HAZARDOUS WASTE MATERIAL.

55. THE CONTRACTOR SHALL MAINTAIN A MANIFEST OF HAZARDOUS MATERIAL AND PROVIDE. THE TOWN OF SUPERIOR WITH A COPY OF THE MANIFEST AT THE COMPLETION OF THE PROJECT.

56. ALL EXISTING UTILITIES AND IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STREETS, UTILITY LINES, FENCES, STREET LIGHTS, SIGNS, CONCRETE CURB AND GUTTER, SIDEWALKS,BIKE PATHS, METER PITS, METER VAULTS, IRRIGATION SYSTEMS, LANDSCAPE SHALL BE REPAIRED OR REPLACED TO AN EQUAL OR BETTER CONDITION PRIOR TO ACCEPTANCE OF COMPLETED WORK.

57. OWNER SHALL SUBMIT A PAPER COPY OF REDLINED RECORD CONSTRUCTION DOCUMENTS TO SUPERIOR PRIOR TO THE CONSTRUCTION ACCEPTANCE INSPECTION. REFER TO SECTION 200 OF THE DESIGN STANDARDS AND SPECIFICATIONS FOR ADDITIONAL RECORD DOCUMENT SUBMITTAL REQUIREMENTS.

58. PRIOR TO CONSTRUCTION ACCEPTANCE, ENGINEER SHALL SUBMIT A PLAN OF PROPOSED LOCATIONS FOR INSTALLATION OF RANGE POINTS TO SUPERIOR FOR APPROVAL. RANGE POINTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLES 51 AND 53 OF TITLE 38 OF THE COLORADO REVISED STATUES, AND AS REQUIRED BY THE BYLAWS AND RULES OF PROCEDURE OF THE COLORADO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. RANGE POINTS SHALL BE SET IN VALVE BOXES THAT COMPLY WITH THE DESIGN STANDARDS AND SPECIFICATIONS WITH LIDS MARKED "SURVEY POINT" OR AS OTHERWISE APPROVED BY THE TOWN.

59. ENGINEER SHALL SUBMIT ALL DETENTION POINTS TO THE CDOT COLORADO STORMWATER DETENTION AND INFILTRATION FACILITIES DATABASE THAT MEETS THE REQUIREMENTS OF STATE 37-92-602 (8) PRIOR TO OPERATION OF THE DETENTION FACILITY.

60. ALL DEDICATED PUBLIC IMPROVEMENTS ON THE PROJECT SHALL BE WARRANTED FOR A PERIOD OF 2 YEARS FROM THE DATE OF INITIAL ACCEPTANCE BY THE TOWN OF SUPERIOR.

WATER NOTES:

1. ALL WATER MAIN MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.

2. WATER MAINS SHALL HAVE A MINIMUM COVER OF FOUR AND ONE-HALF FEET (4½'). WATER MAINS SHALL NOT BE PLACED DEEPER THAN TEN FEET (10') WITHOUT THE APPROVAL OF THE TOWN.

3. ALL WATER MAINS SHALL BE INSTALLED WITH INSULATED SOLID 10 AWG TYPE OF TRACER WIRE TAPED TO THE TOP OF THE PIPE. TRACER WIRE IS TO BE LOOPED UP TO EACH FIRE HYDRANT. A CATHODIC PROTECTION TEST BOX IS TO BE SET BEHIND EACH FIRE HYDRANT. THE BOX SHALL HAVE A CAST IRON LOCKING LID WITH A 3½ INCH DIAMETER, 18 INCH LONG PVC BODY. THE CAP WILL NEED A TWO WIRE CONNECTION POST AT A MINIMUM.

4. ALL SPLICES IN TRACER WIRE SHALL UTILIZE DBY-6 DIRECT BURY CONNECTORS.

5. ALL WATER MAINS SHALL BE PVC C900 DR 14 PIPE. FITTINGS SHALL BE MADE FROM DUCTILE IRON AND SHALL BE AT A PRESSURE RATING OF 250 PSI. ALL DIP PIPE, FITTINGS AND VALVE BOXES SHALL BE WRAPPED WITH 8 MIL MINIMUM THICKNESS POLYETHYLENE MATERIAL AND TAPED SECURE IN ACCORDANCE WITH AWWA STANDARDS C105.

6. CHLORINATION AGENT AND METHOD OF APPLICATION SHALL BE PROVIDED BY THE INSTALLING CONTRACTOR. TESTING, FLUSHING AND DISINFECTION OF WATER LINES SHALL BE IN ACCORDANCE WITH THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS AND UNDER THE OBSERVATION OF THE TOWN OF SUPERIOR INSPECTOR. CHLORINATED WATER SHALL NOT BE DISCHARGED DIRECTLY INTO STREAMS, PONDS, OR STORM SEWER.

7. FIRE HYDRANT ASSEMBLIES INCLUDES THE MAIN LINE VALVE, SWIVEL TEE, BRANCH VALVE, MECHANICAL JOINT RESTRAINTS, THRUST BLOCKS, DRAIN ROCK, SIX INCH PIPE AND FIRE HYDRANT ASSEMBLY. INSTALLATION SHALL BE IN ACCORDANCE WITH TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS. ALL FIRE HYDRANTS SHALL OPEN LEFT (COUNTER-CLOCKWISE).

8. AIR RELIEF-VACUUM BREAKER VALVES SHALL BE INSTALLED AT EACH HIGH POINT ON ALL WATER MAINS AND AT ALL OTHER LOCATIONS AS DIRECTED BY THE TOWN OR ITS ENGINEER. AIR RELIEF-VACUUM BREAKER VALVES SHALL BE LOCATED IN PRE-CAST CONCRETE MANHOLES IN ACCORDANCE WITH THE TOWN'S DETAILS AND SHALL AUTOMATICALLY RELEASE AIR FROM THE LINES WHEN THE LINES ARE BEING FILLED WITH WATER, AND ADMIT AIR INTO THE LINES WHEN WATER IS BEING WITHDRAWN IN EXCESS OF THE INFLOW. THE VALVE AND BODY SHALL BE DESIGNED UNDER A MAXIMUM WORKING PRESSURE OF ONE HUNDRED AND FIFTY (150) POUNDS PER SQUARE INCH. VALVES SHALL HAVE AN IRON BODY WITH BRONZE TRIM, AND FLOATS SHALL BE STAINLESS STEEL. A TWO INCH (2") VALVE SHALL BE INSTALLED ON THE STEM BETWEEN THE PIPE AND THE RELIEF VALVE, OR AS SHOWN IN THE TOWN'S DETAILS.

9. PRESSURE REDUCING AND REGULATING VALVES SHALL BE OF A TYPE CAPABLE OF MAINTAINING PRE-ADJUSTED DOWNSTREAM PRESSURES, VARYING RATES OF FLOW, AND UPSTREAM PRESSURE, WITHOUT CAUSING WATER HAMMER. VALVES SHALL BE OF DIAPHRAGM TYPE, AND NOT SPRING-OPERATED, WITH FLANGED END CONNECTIONS, AND SHALL BE INSTALLED IN CONCRETE VALVE VAULTS OF SUFFICIENT SIZE SO AS TO ALLOW FOR ADEQUATE OPERATION AND MAINTENANCE. VALVES SHALL HAVE GATE VALVES AND PRESSURE GAUGES ON BOTH UPSTREAM AND DOWNSTREAM SIDES AND SHALL UTILIZE BYPASSES WITH SMALLER PRESSURE-REDUCING AND REGULATING VALVES TO HANDLE MINIMUM FLOWS, AS DETERMINED BY THE DISTRICT OR ITS ENGINEER. ALL GATE VALVES IN THE VAULTS SHALL BE CAPABLE OF BEING OPERATED FROM ABOVE THE GROUND BY THE USE OF TWO INCH (2") SQUARE VALVE KEYS. THE DISTRICT OR ITS ENGINEER WILL APPROVE THE MANUFACTURER OF ALL PRESSURE-REDUCING VALVES PRIOR TO INSTALLATION.

10. BLOW-OFF ASSEMBLIES SHALL BE INSTALLED AT EACH LOW POINT IN ALL WATER MAINS AND ON ALL MAJOR TRANSMISSION LINES. ALL WATER MAINS THAT HAVE DEAD ENDS WHERE STAGNANT WATER MIGHT COLLECT SHALL BE PROVIDED WITH BLOW-OFF DEVICES IN ACCORDANCE WITH THE TOWN'S DETAILS. IF THE WATER MAIN WILL BE TEMPORARILY DEADENED, A BLOW-OFF DEVICE MUST BE INSTALLED. IF A FIRE HYDRANT IS LOCATED AT THE WATER MAIN'S TEMPORARY END, THE FIRE HYDRANT CAN SERVE AS THE BLOW-OFF DEVICE.

11. CONTRACTOR SHALL LOCATE ALL EXISTING PLUGS AND THRUST BLOCKS PRIOR TO CONSTRUCTION.

12. INSTALL MECHANICAL JOINT RESTRAINTS AT ALL BENDS, STUBS, TEES, VALVES, BLOW-OFFS, PLUGS AND OTHER APPROPRIATE APPURTENANCES IN WATER LINES IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS FOR WORKING PRESSURE, SOILS TYPE, AND PIPE TYPE.

13. ALL VALVES SHALL BE OPEN LEFT (COUNTER-CLOCKWISE). ALL GATE VALVES SHALL BE AWWA SPECIFICATION C-509 RESILIENT SEATED GATE VALVES. ALL VALVES SHALL BE MOUNTED DIRECTLY TO A TEE OR OTHER FITTING. VALVE MANUFACTURERS SHALL BE VALVES SHALL BE WATEROUS.

14. VALVE SHALL BE PROVIDED WITH A CAST IRON VALVE BOX AND ROUND COVER.THE VALVE BOX SHALL HAVE A MINIMUM INSIDE DIAMETER OF FIVE AND ONE-QUARTER INCHES(5¼") AND SHALL BE ADJUSTABLE IN LENGTH AND OF THE SCREW TYPE.THE WORD "WATER" SHALL BE CAST ON THE COVER.VALVE BOXES SHALL BE CASTINGS INC. CI-500 SERIES, THREADED, NO SUBSTITUTIONS.VALVE BOXES SHALL ALLOW FOR LEAST THREE INCHES (3") OF ADDITIONAL EXTENSION ABOVE THE LEVEL REQUIRED FOR FINAL GRADE AT THE TIME OF INSTALLATION. ALL VALVE BOXES SHALL BE WRAPPED WITH 8 MIL MINIMUM THICKNESS POLYETHYLENE MATERIAL AND TAPED SECURE IN ACCORDANCE WITH AWWA STANDARDS C105. A VALVE OPERATING NUT AT SIX (6) FEET OR GREATER BELOW FINAL GRADE SHALL HAVE AN EXTENSION STEM PROVIDED TO BRING THE OPERATING NUT TO A DEPTH OF FOUR (4) FEET BELOW FINAL GRADE.

15. WHEN IT IS NECESSARY TO LOWER WATER MAINS AT STORM SEWERS AND OTHER UTILITY CROSSINGS, A MINIMUM CLEARANCE OF 18 INCHES SHALL BE MAINTAINED BETWEEN PIPES.

16. NO PIPES SHALL BE BACKFILLED UNTIL INSPECTED BY THE TOWN OF SUPERIOR REPRESENTATIVE.

17. STANDARD PIPE LENGTHS SHALL BE 20 FEET ALL SIZES. RANDOM LENGTHS SHALL NOT BE PERMITTED.

18. ALL PIPE SHALL BE SUITABLE FOR USE AS A PRESSURE CONDUIT. PROVISIONS MUST BE MADE FOR EXPANSION AND CONTRACTION AT EACH JOINT WITH A RUBBER RING. THE BELL SHALL CONSIST OF INTEGRAL WALL SECTION WITH A SOLID CROSS SECTION RUBBER RING WHICH MEETS THE REQUIREMENTS OF AWWA SPECIFICATION C915.

19. EACH LENGTH OF PIPE SHALL BEAR THE DATE OF MANUFACTURER, TYPE, GRADE, LENGTH, MANUFACTURERS NAME, AND AN NSF SEAL OF APPROVAL.

20. PIPE JOINTS SHALL BE MADE USING INTEGRAL BELL WITH AN ELASTOMERIC GASKET PUSH ON TYPE JOINT OR USING MACHINED COUPLINGS OF A SLEEVE TYPE WITH RUBBER RING GASKETS AND MACHINED PIPE ENDS TO FORM PUSH ON TYPE JOINT.

21. THE MANUFACTURER SHALL FURNISH A CERTIFIED STATEMENT THAT ALL OF THE SPECIFIED TEST AND INSPECTIONS HAVE BEEN MADE AND THE RESULTS THEREOF COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE STANDARDS HEREIN SPECIFIED.A COPY OF THE CERTIFICATION WILL BE SENT TO THE TOWN OF SUPERIOR UPON REQUEST.

22. CONTRACTOR SHALL VERIFY THE PIPE MATERIAL AND SIZE PRIOR TO CONSTRUCTION OF THE WATER LINE WHERE TAPS OR TIE-INS ARE TO BE MADE.

23. FIRE HYDRANTS SHALL BE OF THE DRY BARREL TYPE AND CONFORM WITH AWWA C502. FIRE HYDRANTS SHALL HAVE A FIVE AND ONE-QUARTER INCH (5¼") MAIN VALVE, TWO (2) TWO AND ONE-HALF INCH (2½") HOSE CONNECTIONS AND ONE (1) FOUR AND ONE-HALF INCH (4½") PUMPER CONNECTION. FIRE HYDRANTS SHALL HAVE SIX IN (6") MECHANICAL JOINT CONNECTIONS AND SAFETY TRAFFIC FLANGE. FIRE HYDRANTS SHALL BE WATEROUS PACER WB-67 WITH BRONZE SEAT RING.

24. NO BENDING OF THE PIPE IS PERMITTED FOR INSTALLATIONS REQUIRED ALONG A RADIUS. HIGH DEFLECTION STOP COUPLINGS SHALL BE USED TO DEVELOP THE REQUIRED CURVATURE.

25. THE CONTRACTOR IS TO SCHEDULE WITH THE GEOTECHNICAL ENGINEER FOR SCHEDULED TESTING.

NO.	REVISION	BY	DATE

Kimley»Horn
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11800 RIDGE PARKWAY SUITE 200
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DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GENERAL NOTES

PRELIMINARY
FOR REVIEW ONLY
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WATER NOTES (CONT.):

26. ALL WORK, INCLUDING CORRECTION WORK SHALL BE INSPECTED BY A TOWN OF SUPERIOR REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO.

27. MAINTAIN A MINIMUM 10 FEET SEPARATION MEASURED HORIZONTALLY BETWEEN ALL STORM AND SANITARY AND WATER MAINS AND SERVICES.

28. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.

29. NO BEDDING MATERIAL SHALL BE PLACED ABOVE THE SPRINGLINE OF THE PIPE UNTIL A TOWN OF SUPERIOR REPRESENTATIVE HAS AUTHORIZED BACKFILLING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE TOWN OF SUPERIOR 48 HOURS IN ADVANCE OF BACKFILL OPERATIONS SO A TOWN REPRESENTATIVE MAY INSPECT THE PIPE AND BALANCE OF BEDDING MATERIAL PLACEMENT PRIOR TO BACKFILLING. BEDDING MATERIAL SHALL BE PLACED ACROSS THE ENTIRE WITH OF THE TRENCH. STACKING OR PILING OF BEDDING WILL NOT BE ACCEPTED.

30. SEWER MAINS ABOVE OR LESS THAN 1.5 FEET MEASURED O.D. TO O.D. FROM WATER MAIN SHALL BE ENCASED IN CONCRETE.

31. ALL BURIED VALVES AND FITTINGS SHALL BE PROTECTED BY WAX TAPE PRIMER AND #1 WAX TAPE BY TRENTON CORPORATION, OR APPROVED EQUAL.

32. IN ADDITION TO THE REQUIRED WAX TAPE AND POLY WRAPPING OF ALL DIP, FITTINGS, ETC., ALL BOLTS FOR MECHANICAL JOINTS AND JOINT RESTRAINTS SHALL BE PROVIDED CATHODIC PROTECTION USING ZINC CAPS AS MANUFACTURED BY MARS COMPANY, OR APPROVED EQUAL.

33. NO TESTING OF WATER LINES SHALL OCCUR UNTIL ALL BACKFILL TEST REPORTS HAVE BEEN SUBMITTED TO THE TOWN OF SUPERIOR AND APPROVED.

34. ALL WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C601 AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED. CHLORINE SHALL BE ADDED TO THE WATER AT THE NECESSARY LOCATIONS IN THE AMOUNT TO FORM A FIFTY PARTS PER MILLION (50 PPM) FREE CHLORINE RESIDUAL. THE CHLORINE SOLUTION SHALL BE LEFT IN THE MAINS FOR NOT LESS THAN TWENTY–FOUR (24) HOURS, DURING WHICH TIME ALL VALVES AND FIRE HYDRANTS SHALL BE OPERATED IN ORDER TO DISINFECT THE APPURTENANCES. AFTER THAT LENGTH OF TIME, THE CHLORINE RESIDUAL OF THE SOLUTION, AT ANY PLACE IN THE WATER DISTRIBUTION SYSTEM, SHALL NOT BE LESS MANHOLES THAN TEN PARTS PER MILLION (10 PPM). ALL CHLORINATION WORK MUST BE DONE UNDER THE SUPERVISION OF THE INSPECTOR.

35. ALL FINISHED WATER MAINS, AFTER REACTION BLOCKING IS IN PLACE, SHALL BE PRESSURE AND LEAKAGE TESTED AT NOT LESS THAN ONE HUNDRED AND FIFTY (150) PSI.

36. BACTERIOLOGICAL TEST IS TO BE PERFORMED BY THE LOCAL HEALTH AUTHORITY TO INSURE ADEQUATE DISINFECTION.

37. ALL TREES ARE REQUIRED TO BE PLANTED A MINIMUM OF TEN FEET (10') FROM THE OUTSIDE OF ALL UTILITY LINES THAT ARE TO BE OWNED AND MAINTAINED BY THE DISTRICT.

SANITARY SEWER NOTES:

1. ALL SANITARY SEWER MAINS AND SERVICES SHALL BE CONSTRUCTED AS SHOWN ON THE APPROVED DRAWINGS. SANITARY SEWER LINE MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.

2. SEWER MAINS AND FITTINGS SHALL BE PVC, SDR 26 MINIMUM THICKNESS CONFORMING TO ASTM D3034. JOINTS SHALL BE OF THE "SLIP ON" TYPE WITH INTEGRALLY CAST BELL HAVING AN ELASTOMERIC GASKET. SEWER MAINS SHALL BE GREEN IN COLOR.

3. MANHOLES SHALL BE LOCATED AT A MAXIMUM SPACING OF FOUR HUNDRED FEET (400') CENTER–TO–CENTER AND ALSO AT CHANGES IN SEWER MAIN ALIGNMENT AND/OR GRADE AND AT THE END OF EACH SEWER MAIN. SEWER MAINS SHALL BE LAID WITH UNIFORM SLOPE BETWEEN MANHOLES.

4. MANHOLES SHALL BE PRECAST CONCRETE UNITS CONFORMING WITH ASTM C–478. MANHOLES SHALL HAVE A MINIMUM INSIDE DIAMETER OF FOUR FEET (4').

5. MANHOLE FRAMES AND COVERS SHALL BE CAST IRON WITH THE WORD "SEWER" CAST ON THE COVER. THE FRAME SHALL PROVIDE A MINIMUM CLEAR OPENING OF TWENTY–FOUR INCHES (24").

6. THE SEWER COLLECTION SYSTEM SHALL BE INSTALLED IN A THOROUGH AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE DESIGN DOCUMENTS THAT HAVE BEEN APPROVED BY THE DISTRICT. THE MINIMUM BEDDING AND BACKFILL REQUIREMENTS SHALL BE AS SHOWN IN THE TOWN'S DETAILS.

7. WHERE REQUIRED FOR STRUCTURAL REASONS OR TO PROTECT WATER MAINS LINES, THE SEWER MAIN SHALL BE ENCASED IN REINFORCED CONCRETE.

8. THE CONTRACTOR SHALL FLUSH THE SEWER MAIN, AS THE WORK PROGRESSES BY MEANS THAT ARE IN ACCORDANCE WITH GOOD PRACTICE, TO INSURE THAT EARTH, SAND, ROCKS OR OTHER FOREIGN MATERIALS ARE REMOVED FROM THE INTERIOR OF THE SEWER MAIN.

9. SEWER MAINS WILL BE CHECKED BY THE INSPECTOR TO DETERMINE WHETHER ANY DISPLACEMENT OF THE SEWER MAIN HAS OCCURRED AFTER THE TRENCH HAS BEEN BEDDED.

10. THE INSPECTOR SHALL WITNESS ALL TESTS AND VERIFY THE ACCURACY AND ACCEPTABILITY OF THE EQUIPMENT UTILIZED.THE ENGINEER WILL INFORM THE REUSE IRRIGATION NOTES MEANS OF A FLASHLIGHT OR BY REFLECTING SUNLIGHT WITH A MIRROR. IF THE LONGITUDINALLY AND SHALL BE CENTERED.THE TRACER WIRE SHALL BE TAPED TO THE CONTRACTOR REGARDING ACCEPTABLE METHODS OF REPAIR IN THE EVENT ONE OR MORE SECTIONS FAIL TO PASS ANY TEST.

11. LAMP TEST: A LIGHT WILL BE FLASHED BETWEEN MANHOLES, OR IF THE MANHOLES HAVE NOT AS YET BEEN CONSTRUCTED, BETWEEN THE LOCATIONS OF THE MANHOLES MEANS OF A FLASHLIGHT OR BY REFLECTING SUNLIGHT WITH A MIRROR. IF THE ILLUMINATED INTERIOR OF THE SEWER MAIN SHOWS POOR ALIGNMENT, DISPLACED PIPE, EARTH OR OTHER DEBRIS IN THE PIPE, OR ANY OTHER KINDS OF DEFECTS, THE DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE REMEDIED BY THE CONTRACTOR. THE TEST WILL BE REPEATED FOLLOWING COMPLETION OF BACKFILLING AND ANY POOR ALIGNMENT, DISPLACED PIPE OR OTHER DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

12. TESTS FOR WATER TIGHTNESS SHALL BE MADE BY THE CONTRACTOR IN THE PRESENCE OF THE INSPECTOR. THE CONTRACTOR SHALL PROVIDE ASSISTANCE TO THE INSPECTOR IN THE DEVELOPMENT OF A DETAILED RECORD OF THE TESTING PROGRAM. THE SEWER MAIN AND CONNECTIONS SHALL NOT LEAK IN EXCESS OF THE IDENTIFIED RATE IN THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS FOR A TWENTY–FOUR (24) HOUR TEST PERIOD. EACH REACH OF SEWER MAIN BETWEEN MANHOLES SHALL BE TESTED INDIVIDUALLY. ANY INDIVIDUAL REACH THAT LEAKS IN EXCESS OF THE AMOUNT ALLOWED SHALL BE CONSIDERED AS FAILING, AND SHALL BE REPAIRED AND RETESTED. AT THE DISCRETION OF THE INSPECTOR, THE TIME FOR LEAKAGE RATE TEST MAY BE SHORTENED TO FOUR (4) HOURS.

13. AT THE OPTION OF THE CONTRACTOR, LOW–PRESSURE AIR TESTING OF THE INSTALLED SEWER MAIN MAY BE USED INSTEAD OF THE LEAKAGE EXFILTRATION TEST. TESTING SHALL BE IN ACCORDANCE WITH THE TOWN OF SUPERIOR DESIGN SPECIFICATIONS AND STANDARDS.

14. ALL PVC SEWER MAINS SHALL BE TESTED FOR VERTICAL DEFLECTION AFTER PLACEMENT AND COMPACTION OF BACKFILL, UNLESS TESTING IS SPECIFICALLY EXCEPTED BY THE INSPECTOR. METHOD OF TESTING SHALL BE BY DEFLECTOMETER OF THE RIGID GO/NO–GO TYPE DEVICE. AN ALTERNATIVE METHOD WILL BE PERMITTED ONLY BY WRITTEN PERMISSION OF THE INSPECTOR. MAXIMUM ALLOWABLE DEFLECTION SHALL BE FIVE PERCENT (5%) OF THE SEWER MAIN DIAMETER. ANY AND ALL SEWER MAIN WITH VERTICAL DEFLECTION GREATER THAN THE ALLOWABLE SHALL BE EXCAVATED, REMOVED FROM THE SEWER MAIN, REPLACED, BACKFILLED AND COMPACTED AS SPECIFIED AND RETESTED.

15. ALL MANHOLES SHALL BE TESTED FOR LEAKAGE AND ALL TESTS SHALL BE WITNESSED BY THE INSPECTOR. THE LEAKAGE TEST SHALL BE CONDUCTED PRIOR TO BACKFILLING AROUND THE MANHOLE AND SHALL BE CARRIED OUT IN ACCORDANCE WITH THE TOWN OF SUPERIOR DESIGN S. AT THE OPTION OF THE CONTRACTOR, VACUUM TESTING OF THE INSTALLED MANHOLES MAY BE USED INSTEAD OF THE LEAKAGE TEST. ALL VACUUM TESTS SHALL BE WITNESSED BY THE INSPECTOR.

16. ALL TREES ARE REQUIRED TO BE PLANTED A MINIMUM OF TEN FEET (10') FROM THE OUTSIDE OF ALL UTILITY LINES THAT ARE TO BE OWNED AND MAINTAINED BY THE DISTRICT.

STORM SEWER NOTES:

1. STORM WATER MAINS, CULVERTS AND FITTINGS SHALL BE REINFORCED CONCRETE CONFORMING TO ASTM C–76. TYPE II OR TYPE V CONCRETE SHALL BE USED DEPENDING UPON THE SULFATE CONTENT OF THE SOIL. CSP, CMP AND PLASTIC PIPE, IF PROPOSED FOR STORM SEWER MATERIALS, SHALL REQUIRE THE REVIEW AND PRIOR WRITTEN APPROVAL OF THE DISTRICT'S ENGINEER. JOINTS SHALL BE TONGUE AND GROOVE AND BE SEALED WITH RUB'R–NEK BY K.T. SNYDER CO. OR APPROVED EQUIVALENT MATERIAL. ALL STREET AND ROAD CULVERTS SHALL BE EQUIPPED WITH END SECTIONS.

2. THE MINIMUM DIAMETER OF A TRUNK STORM WATER LINE SHALL BE EIGHTEEN INCHES (18"). THE MINIMUM DIAMETER OF A LATERAL STORM WATER LINE FROM INLETS SHALL BE FIFTEEN INCHES (15").

3. MANHOLES SHALL BE PRECAST CONCRETE CONFORMING WITH ASTM C–478. MANHOLES SHALL HAVE A MINIMUM INSIDE DIAMETER OF FOUR FEET (4') AND SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE TOWN'S DETAILS.

4. AT DROP MANHOLES, IF THE DROP HEIGHT EXCEEDS SIX FEET (6'), THEN SIX THOUSAND (6,000) PSI CONCRETE IS REQUIRED FOR THE MANHOLE STRUCTURE.

5. FOR STORM WATER MANHOLES THAT EXCEED A DEPTH OF TWENTY FEET (20'), WE MAY REQUIRE AN INTERMEDIATE PLATFORM AND SIXTY INCH (60"), MINIMUM, DIAMETER MANHOLE RISERS.

6. LOCAL FACILITIES OF THE STORM WATER SYSTEM SHALL BE INSTALLED IN A THOROUGH AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE DESIGN DOCUMENTS THAT HAVE BEEN APPROVED BY THE ENGINEER. THE MINIMUM BEDDING AND BACKFILL REQUIREMENTS FOR STORM WATER LINES SHALL BE AS SHOWN IN THE TOWN'S DETAILS.

7. EXPOSED RIPRAP IS REQUIRED TO BE TYPE M OR LARGER.

8. AT THE OUTLET OF STORM WATER LINES AND AT CURB CUTS, EROSION PROTECTION IS REQUIRED TO BE EXTENDED TO THE POND BOTTOM, OR TO THE TOE OF THE SLOP IN A CHANNEL, WHICHEVER THE CASE MAY BE.

9. AT THE OUTLET OF STORM WATER LINES INTO A DRY DETENTION BASIN, A HARD BOTTOMED TRICKLE CHANNEL (EITHER CONCRETE OR GROUTED ROCK) IS REQUIRED THROUGH THE EROSION PROTECTION BASIN.

10. LAMP TEST: A LIGHT WILL BE FLASHED BETWEEN MANHOLES, OR IF THE MANHOLES HAVE NOT AS YET BEEN CONSTRUCTED, BETWEEN THE LOCATIONS OF THE MANHOLES, MEANS OF A FLASHLIGHT OR BY REFLECTING SUNLIGHT WITH A MIRROR. IF THE ILLUMINATED INTERIOR OF THE STORM SEWER MAIN SHOWS POOR ALIGNMENT, DISPLACED PIPE, EARTH OR OTHER DEBRIS IN THE PIPE, OR ANY OTHER KINDS OF DEFECTS, THE DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE REMEDIED BY THE CONTRACTOR. THE TEST WILL BE REPEATED FOLLOWING COMPLETION OF BACKFILLING AND ANY POOR ALIGNMENT, DISPLACED PIPE OR OTHER DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

11. ALL TREES ARE REQUIRED TO BE PLANTED A MINIMUM OF TEN FEET (10') FROM THE OUTSIDE OF ALL UTILITY LINES THAT ARE TO BE OWNED AND MAINTAINED BY THE DISTRICT.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT AND EROSION CONTROL AT THE SITE THROUGHOUT CONSTRUCTION.

2. PERIMETER SILT FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.).

3. BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE USED AS NECESSARY TO ADDRESS SEDIMENT AND DUST FROM SITE DISTURBANCE. ADDITIONAL MEASURES MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.

4. BMP'S MAY INCLUDE, BUT ARE NOT LIMITED TO:
   a. MINIMAL DISTURBANCE FOR MINIMAL TIME PERIODS.
   b. GRAVEL CONSTRUCTION ACCESS.
   c. SILT FENCE, STRAW BALE OR SAND BAG BARRIERS, ROCK CHECK DAMS.
   d. STORM SEWER INLET PROTECTION.
   e. SEDIMENT CAPTURE PONDS.
   f. SITE WATERING FOR DUST SUPPRESSION.

5. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT BMP'S WEEKLY AND AFTER SIGNIFICANT (GREATER THAN 0.1" PRECIPITATION) STORM EVENTS. THE MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. SEDIMENT AND DEBRIS SHALL BE REMOVED WHEN THEY REACH HALF THE BMP HEIGHT OR IMPACT THE FUNCTION OF THE BMP.

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BROOMFIELD, COLORADO 80021 (720) 464–2514

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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
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EROSION CONTROL NOTES (CONT.):

6. SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING AND PERIMETER SILT FENCING. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE MULCHED AND SEEDED WITH A GRASS COVER WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION.

7. THE CONTRACTOR SHALL INSURE ALL LOADS OF CUT AND FILL SOILS IMPORTED TO OR EXPORTED FROM THE SITE ARE PROPERLY LOADED AND COVERED TO PREVENT LOSS DURING TRANSPORT.

8. THE CONTRACTOR SHALL REMOVE SEDIMENT, MUD, AND CONSTRUCTION DEBRIS RESULTING FROM THIS PROJECT FROM FLOW LINES AND PAVEMENT OF PUBLIC STREETS IN A TIMELY MANNER.

9. SOILS EXPOSED DURING LAND DISTURBING ACTIVITY SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISCING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION OR OTHER PERMANENT EROSION CONTROL IS IN PLACE. NO SOILS SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL IS INSTALLED UNLESS OTHERWISE APPROVED.

10. VEHICLE TRACKING CONTROL, INLET/OUTLET, ROCK SOCK, AND SILT FENCE PROTECTION WILL BE USED TO CONTROL EROSION DURING CONSTRUCTION.

11. ALL TEMPORARY SEDIMENT CONTROLS WILL BE REMOVED WITHIN 30 DAYS AFTER THE FINAL STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, WHICHEVER COMES FIRST.

12. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHENEVER POSSIBLE. EXPOSURE OF SOIL TO EROSION FROM REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.

13. USE CURRENT CDOT/UDFCD STANDARD DETAILS.

STREET EXCAVATION NOTES:

1. WHERE IT IS REQUIRED TO CUT EXISTING PAVEMENT, THE CUTTING SHALL BE DONE TO A NEAT WORK LINE FULL DEPTH WITH A CONCRETE–CUTTING SAW OR OTHER METHOD AS APPROVED BY THE TOWN. PAVEMENT SHALL ONLY BE OPEN CUT WHEN APPROVED BY THE TOWN. ALL SAW WATER SLURRY SHALL BE PROPERLY CONTAINED USING APPROPRIATE BMP'S, AND IS PROHIBITED FROM ENTERING ANY STORM DRAINS. SAW WATER SLURRY SHALL BE REMOVED FROM IMPERVIOUS SURFACES AS WORK PROGRESSES.

2. ALL PAVEMENT CUTS AND EXPLORATORY POTHOLES SHALL BE REPAIRED AS REQUIRED BY THE TOWN.

3. EXISTING ASPHALT PAVEMENT SHALL BE REMOVED AS INDICATED IN THE PLANS OR DESIGNATED BY THE ENGINEER.

4. ALL REMOVALS THAT ARE NOT SALVAGEABLE SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE INDICATED ON THE PLANS AND PROJECT SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISPOSAL COSTS.

5. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF THE WORKERS AND PUBLIC PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".

6. ALL EXCAVATIONS IN EXISTING STREETS SHALL BE BACKFILLED WITH APPROVED CDOT FLOWABLE FILL FROM BEDDING MATERIAL TO FINISH SUBGRADE ELEVATION.

7. APPROPRIATE STREET PLATES SHALL BE USED OVER FLOW FILLED TRENCH EXCAVATIONS UNTIL THE FLOW FILL HAS ADEQUATELY CURED TO SUPPORT TRAFFIC LOADING AND PATCHING.

8. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROPERLY BARRICADE THE CONSTRUCTION SITE UNTIL CONSTRUCTION IS COMPLETE.

9. ALL CONCRETE AND ASPHALT MIXTURE DESIGNS SHALL BE APPROVED BY SUPERIOR PRIOR TO PLACEMENT OF CONCRETE AND ASPHALT.

10. PATCHING SHALL BE TO THE DEPTH OF THE SURROUNDING EXISTING PAVEMENT PLUS 1 INCH, OR TO THE DEPTH SHOWN IN THE LIFT DETAIL AS DIRECTED BY THE ENGINEER. THE TOP LIFT MUST UTILIZE HMA (GRADING SX)(75)(PG 64–22) OR APPROVED ALTERNATE. THE THICKNESS OF SUBSEQUENT LIFTS MUST BE EQUAL TO OR GREATER THAN THE LIFT DIRECTLY ABOVE. THE LOWER LIFTS MAY UTILIZE HMA (GRADING S OR SG)(75)(PG 64–22) OR APPROVED ALTERNATE.

11. A TACK COAT SHALL BE PLACED TO THE VERTICAL EDGES OF EXISTING ASPHALT PRIOR TO THE PLACEMENT OF LIFTS OF HMA.

12. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE ROADWAY AS DIRECTED BY THE ENGINEER.

13. FINISH TOP LIFT SHALL MEET SURFACE TOLERANCE REQUIREMENTS OF 3/16 INCH AS MEASURED WITH A 10 FOOT STRAIGHT EDGE. SURFACE EXCEEDING 3/16 INCH SHALL BE CORRECTED PRIOR TO FINAL COMPACTION.

14. IMMEDIATELY AFTER FINISH ROLLING THE HMA PATCH, THE EDGES SHALL RECEIVE AN APPLICATION OF CSS1–H TACK EXTENDING A MINIMUM OF 6 INCHES EITHER SIDE OF THE JOINT (PICTURE FRAME). APPLICATION OF CSS1–H SHALL OCCUR BEFORE THE HMA TEMPERATURE DROPS BELOW 175 DEGREES.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT OF ALL VALVES AND MANHOLE RIMS THAT ARE NOT SPECIFIED TO BE ADJUSTED BY THE INDIVIDUAL UTILITY COMPANY, TO FINAL STREET GRADE.

REUSE IRRIGATION NOTES:

1. IRRIGATION MAINS SHALL BE PURPLE AND SHALL CONFORM WITH AWWA C900, ONE HUNDRED AND FIFTY (150) MINIMUM PRESSURE CLASS (FOR TWELVE INCH (12") AND SMALLER PVC IRRIGATION MAINS). THE PURPLE COLOR SHALL BE A FACTORY PIGMENT OF THE PVC MATERIAL, AND PAINTING OF THE PIPE MATERIAL IS NOT ACCEPTABLE.

2. ALL IRRIGATION MAINS SHALL BE INSTALLED WITH WARNING TAPES OR WITH THE WARNING PRINTED DIRECTLY ONTO THE IRRIGATION MAIN AND 10GA COATED COPPER TRACER WIRE. ALL SPLICES IN TRACER WIRE SHALL UTILIZE DBY–6 DIRECT BURY CONNECTORS. WARNING TAPES SHALL BE INSTALLED DIRECTLY ON TOP OF THE IRRIGATION MAIN LONGITUDINALLY AND SHALL BE CENTERED. THE TRACER WIRE SHALL BE TAPED TO THE PVC LINE. ACCEPTABLE TAPE OR PRINTING DIRECTLY ON THE IRRIGATION MAIN SHALL STATE: "NON–POTABLE LINE – DO NOT DRINK."

3. STANDARD PIPE LENGTHS SHALL BE 20 FEET ALL SIZES. RANDOM LENGTHS SHALL NOT BE PERMITTED.

4. INSTALL MECHANICAL JOINT RESTRAINTS AT ALL BENDS, STUBS, TEES, VALVES, BLOW–OFFS, PLUGS AND OTHER APPROPRIATE APPURTENANCES IN WATER LINES IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS FOR WORKING PRESSURE, SOILS TYPE, AND PIPE TYPE.

5. ALL PIPE SHALL BE SUITABLE FOR USE AS A PRESSURE CONDUIT. PROVISIONS MUST BE MADE FOR EXPANSION AND CONTRACTION AT EACH JOINT WITH A RUBBER RING. THE BELL SHALL CONSIST OF INTEGRAL WALL SECTION WITH A SOLID CROSS SECTION RUBBER RING WHICH MEETS THE REQUIREMENTS OF AWWA SPECIFICATION C915.

6. EACH LENGTH OF PIPE SHALL BEAR THE DATE OF MANUFACTURER, TYPE, GRADE, LENGTH, MANUFACTURERS NAME, AND AN NSF SEAL OF APPROVAL.

7. PIPE JOINS SHALL BE MADE USING INTEGRAL BELL WITH AN ELASTOMERIC GASKET PUSH ON TYPE JOINT OR USING MACHINED COUPLINGS OF A SLEEVE TYPE WITH RUBBER RING GASKETS AND MACHINED PIPE ENDS TO FORM PUSH ON TYPE JOINT.

8. THE MANUFACTURER SHALL FURNISH A CERTIFIED STATEMENT THAT ALL OF THE SPECIFIED TEST AND INSPECTIONS HAVE BEEN MADE AND THE RESULTS THEREOF COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE STANDARDS HEREIN SPECIFIED. A COPY OF THE CERTIFICATION WILL BE SENT TO THE TOWN OF SUPERIOR UPON REQUEST.

9. CONTRACTOR SHALL VERIFY THE PIPE MATERIAL AND SIZE PRIOR TO CONSTRUCTION OF THE WATER LINE WHERE TAPS OR TIE–INS ARE TO BE MADE.

10. VALVE SHALL BE PROVIDED WITH A CAST IRON VALVE BOX AND TRIANGULAR COVER (CASTINGS INC. MODEL 4TCI–17–S). VALVE BOXES SHALL ALLOW FOR AT LEAST THREE INCHES (3") OF ADDITIONAL EXTENSION ABOVE THE LEVEL REQUIRED FOR FINAL GRADE AT THE TIME OF INSTALLATION. ALL VALVE BOXES SHALL BE WRAPPED WITH 8 MIL MINIMUM THICKNESS POLYETHYLENE MATERIAL AND TAPED SECURE IN ACCORDANCE WITH AWWA STANDARDS C105.

11. NO BENDING OF THE PIPE IS PERMITTED FOR INSTALLATIONS REQUIRED ALONG A RADIUS. HIGH DEFLECTION STOP COUPLINGS SHALL BE USED TO DEVELOP THE REQUIRED CURVATURE.

12. THE CONTRACTOR IS TO SCHEDULE WITH THE GEOTECHNICAL ENGINEER FOR SCHEDULED TESTING.

13. ALL WORK, INCLUDING CORRECTION WORK SHALL BE INSPECTED BY A TOWN OF SUPERIOR REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO.

STORM SEWER NOTES:

14. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.

15. NO BEDDING MATERIAL SHALL BE PLACED ABOVE THE SPRINGLINE OF THE PIPE UNTIL A TOWN OF SUPERIOR REPRESENTATIVE HAS AUTHORIZED BACKFILLING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE TOWN OF SUPERIOR 48 HOURS IN ADVANCE OF BACKFILL OPERATIONS SO A TOWN REPRESENTATIVE MAY INSPECT THE PIPE AND BALANCE OF BEDDING MATERIAL PLACEMENT PRIOR TO BACKFILLING. BEDDING MATERIAL SHALL BE PLACED ACROSS THE ENTIRE WITH OF THE TRENCH. STACKING OR PILING OF BEDDING WILL NOT BE ACCEPTED.

16. SEWER MAINS ABOVE OR LESS THAN 1.5 FEET MEASURED O.D. TO O.D. FROM WATER MAIN SHALL BE ENCASED IN CONCRETE.

17. ALL BURIED VALVES AND FITTINGS SHALL BE PROTECTED BY WAX TAPE PRIMER AND #1 WAX TAPE BY TRENTON CORPORATION, OR APPROVED EQUAL.

18. IN ADDITION TO THE REQUIRED WAX TAPE AND POLY WRAPPING OF ALL DIP, FITTINGS, ETC., ALL BOLTS FOR MECHANICAL JOINTS AND JOINT RESTRAINTS SHALL BE PROVIDED CATHODIC PROTECTION USING ZINC CAPS AS MANUFACTURED BY MARS COMPANY, OR APPROVED EQUAL.

19. NO TESTING OF WATER LINES SHALL OCCUR UNTIL ALL BACKFILL TEST REPORTS HAVE BEEN SUBMITTED TO THE TOWN OF SUPERIOR AND APPROVED.

20. ALL FINISHED WATER MAINS, AFTER REACTION BLOCKING IS IN PLACE, SHALL BE PRESSURE AND LEAKAGE TESTED AT NOT LESS THAN ONE HUNDRED AND FIFTY (150) PSI.

UTILITY MAINTENANCE STATEMENT:

ALL PUBLIC WATER, REUSE WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE TOWN OF SUPERIOR PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, REUSE WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. THE TOWN IS RESPONSIBLE FOR MAINTENANCE OF THESE WATER, REUSE WATER, STORM AND SANITARY SEWER FACILITIES. THE TOWN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PRIVATE DRIVE, CURB AND GUTTER OR LANDSCAPING DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GENERAL NOTES

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
COVER.dwg

SHEET NO.
5

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\COVER.dwg TYLER.LOEFFLER

ABBREVIATIONS:

℄	BASELINE
BP	BEGIN POINT
℄	CENTERLINE
CONC	CONCRETE
C&G	CURB AND GUTTER
CR	CURB RETURN
DIA.	DIAMETER
DTL	DETAIL
EL	ELEVATION
EG	EXISTING GROUND
EP	END POINT
ESMT	EASEMENT
ETW	EDGE OF TRAVELED WAY
EX	EXISTING
FG	FINISHED GRADE
FL	FLOW LINE
HCL	HORIZONTAL CONTROL LINE
LF	LINEAR FOOT/FEET
LOD	LIMITS OF DISTURBANCE
LT	LEFT
ME	MATCH EXISTING
NO	NUMBER
NTS	NOT TO SCALE
OFF	OFFSET
PC	POINT OF CURVE
PCC	POINT OF COMPOUND CURVE
PCR	POINT OF CURB RETURN
PGL	PROFILE GRADE LINE
PGP	PROFILE GRADE POINT
PRC	POINT OF REVERSE CURVE
PROP	PROPOSED
PT	POINT OF TANGENCY
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RD	ROAD
RT	RIGHT
ROW	RIGHT OF WAY
SF	SQUARE FEET
SNS	STREET NAME SIGN
SSD	STOPPING SIGHT DISTANCE
STA	STATION
STD	STANDARD
SWK	SIDEWALK
SY	SQUARE YARDS
TC	TOP OF CURB
TYP	TYPICAL
UE	UTILITY EASEMENT
UTIL	UTILITY
VAR	VARIES
VC	VERTICAL CURVE
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY

LEGEND:

	EXISTING RIGHT OF WAY
W W	EXISTING WATER LINE
W G W	EXISTING GAS LINE
UE UE	EXISTING UNDERGROUND ELECTRIC
IR IR IR IR	EXISTING IRRIGATION LINE
W SS W	EXISTING SANITARY SEWER LINE
WV	EXISTING WATER METER/VALVE
	EXISTING IRRIGATION BOX
S	EXISTING SANITARY MANHOLE
E	EXISTING ELECTRIC BOX
LP	EXISTING STREET LIGHT
	EXISTING TREES
	EXISTING BUSH
	PROPOSED SIGN

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GENERAL NOTES

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SHEET NO.
6

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\COVER.dwg TYLER.LOEFFLER

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	ROCK CREEK PKWY		ROAD/BID 2		ROAD/BID 2		PROJECT TOTALS		NOTES
			PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	
1	MOBILIZATION	LS	1						1		
2	SOILS AND CONCRETE TESTING	LS	1						1		
3	SEDIMENT AND EROSION CONTROL	LS	1						1		
4	CONSTRUCTION SURVEY	LS	1						1		
5	LANDSCAPE RESTORATION	LS	1						1		
6	UNFORSEEN UTILITY CONFLICT ALLOWANCE	LS	1						1		
7	CLEARING AND GRUBBING	LS	1						1		
8	REMOVAL OF ASPHALT MAT (FULL DEPTH)	SY	3928						3928		
9	REMOVAL OF ASPHALT MAT (PLANING)(4")	SY	16821						16821		
10	REMOVAL OF SIGN POST	EA	7						7		
11	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	SY	55						55		
12	REMOVAL OF MEDIAN LANDSCAPE ROCK	SY	175						175		
13	REMOVAL OF FLEX POSTS	EA	24						24		
14	REMOVAL OF INLET	EA	2						2		
15	REMOVAL OF PIPE	LF	3						3		
16	REMOVAL OF PAVEMENT MARKINGS	SF	311						311		
17	REMOVAL OF PUSH BUTTON	EA	1						1		
18	ADJUST MANHOLE	EA	6						6		
19	ADJUST VALVE BOX	EA	4						4		
20	RESET FIRE HYDRANT	EA	1						1		
21	RESET LIGHT STANDARD	EA	4						4		
22	12 INCHES OF CHEMICALLY STABILIZED CONCRETE BASECOURSE	CY	980						980		
23	REMOVAL OF CONCRETE SIDEWALK	SY	451						451		
24	REMOVAL OF CURB & GUTTER	LF	1495						1495		
25	RESET SIGN PANEL	EA	14						14		
26	18-INCH REINFORCED CONCRETE PIPE	LF	7						7		
27	MANHOLE BOX BASE (5 FOOT) WITH 4 FOOT MANHOLE	EA	1						1		
28	INLET TYPE R L 5 (5 FOOT)	EA	2						2		
29	2 INCH ELECTRICAL CONDUIT	LF	20						20		
30	WIRING	LS	1						1		
31	SIGN PANEL (CLASS I)	SF	203						203		
32	FLASHING BEACON	EA	5						5		
33	STEEL SIGN POST (2X2 INCH TUBING)	LF	189						189		
34	PEDESTRIAN PUSH BUTTON POST	EA	1						1		
35	THERMOPLASTIC PAVEMENT MARKING	SF	2140						2140		
36	EPOXY PAVEMENT MARKING	GAL	46						46		
37	TRAFFIC AND PEDESTRIAN CONTROL	LS	1						1		
38	CONCRETE SIDEWALK (6 INCH)	SY	329						329		
39	CONCRETE CURB RAMP	SY	169						169		
40	VERTICAL CURB & GUTTER	LF	1087						1087		
41	MEDIAN CURB & GUTTER	LF	793						793		
42	2" CURB	LF	1042						1042		
43	CONCRETE TRUCK APRON	LF	91						91		
44	CONCRETE MEDIAN COVER	SY	1155						1155		
45	HOT MIX ASPHALT (GRADING S)(75)(64-22)	TON	4000						4000		
46	HOT MIX ASPHALT (GRADING SX)(75)(64-22)	TON	3200						3200		
47	ROCK MULCH	SY	721						721		
48	BLUE FESCUE (ORNAMENTAL GRASS)	EA	25						25		
49	DOGWOOD (DECIDOUS SHRUB)	EA	10						10		

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SUMMARY OF APPROXIMATE QUANTITIES

PRELIMINARY
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NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
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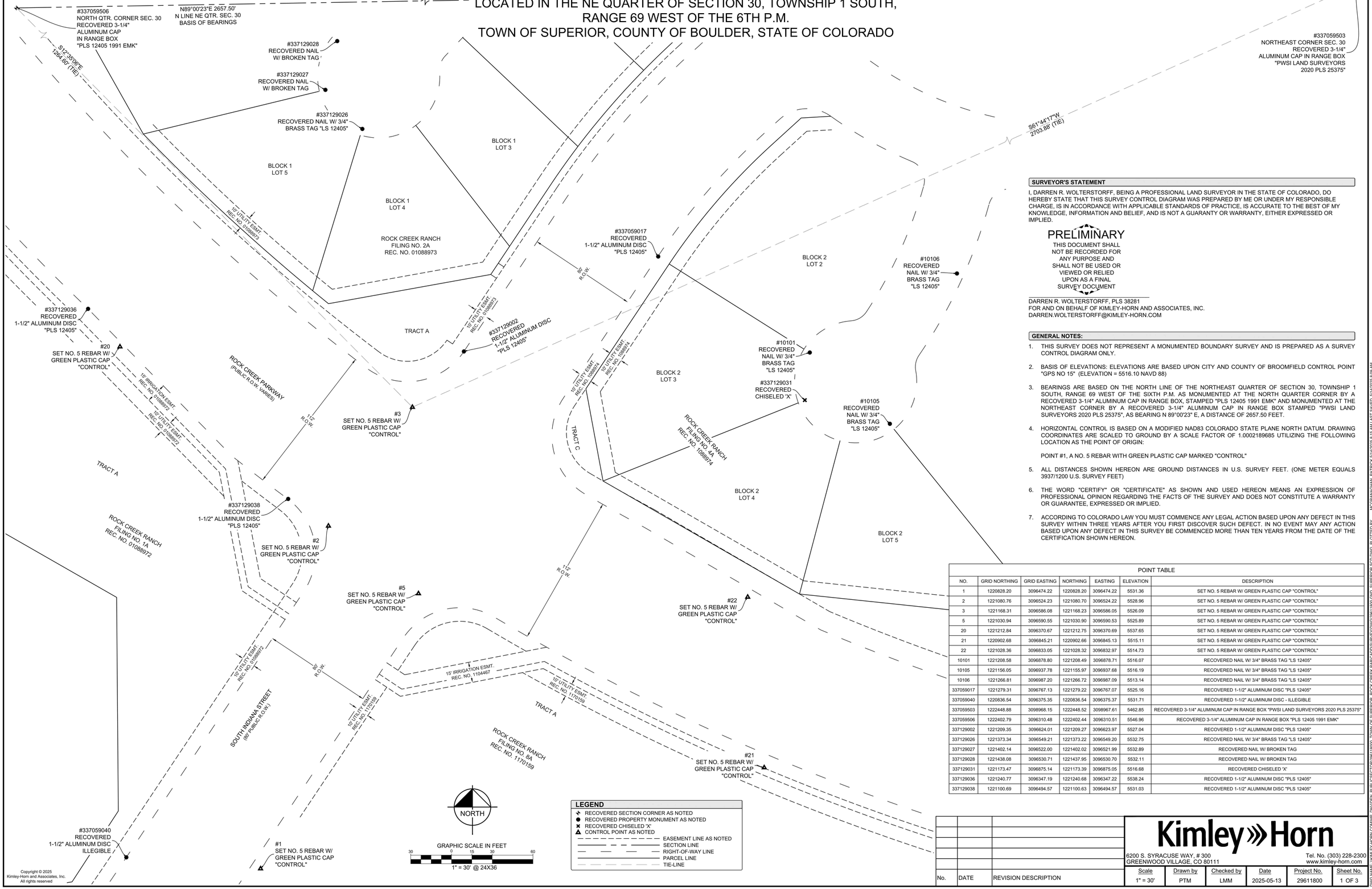
SHEET NO.
7

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\COVER.dwg TYLER.LOEFFLER

SURVEY CONTROL DIAGRAM

LOCATED IN THE NE QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO



LEGEND

- RECOVERED SECTION CORNER AS NOTED
- RECOVERED PROPERTY MONUMENT AS NOTED
- RECOVERED CHISELED 'X'
- CONTROL POINT AS NOTED
- EASEMENT LINE AS NOTED
- SECTION LINE
- RIGHT-OF-WAY LINE
- PARCEL LINE
- TIE-LINE

SURVEYOR'S STATEMENT

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS SURVEY CONTROL DIAGRAM WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.
DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

GENERAL NOTES:

1. THIS SURVEY DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY AND IS PREPARED AS A SURVEY CONTROL DIAGRAM ONLY.
2. BASIS OF ELEVATIONS: ELEVATIONS ARE BASED UPON CITY AND COUNTY OF BROOMFIELD CONTROL POINT "GPS NO 15" (ELEVATION = 5516.10 NAVD 88)
3. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH P.M. AS MONUMENTED AT THE NORTH QUARTER CORNER BY A RECOVERED 3-1/4" ALUMINUM CAP IN RANGE BOX, STAMPED "PLS 12405 1991 EMK" AND MONUMENTED AT THE NORTHEAST CORNER BY A RECOVERED 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "PWSI LAND SURVEYORS 2020 PLS 25375", AS BEARING N 89°00'23" E, A DISTANCE OF 2657.50 FEET.
4. HORIZONTAL CONTROL IS BASED ON A MODIFIED NAD83 COLORADO STATE PLANE NORTH DATUM. DRAWING COORDINATES ARE SCALED TO GROUND BY A SCALE FACTOR OF 1.0002189685 UTILIZING THE FOLLOWING LOCATION AS THE POINT OF ORIGIN:

   POINT #1, A NO. 5 REBAR WITH GREEN PLASTIC CAP MARKED "CONTROL"
5. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET. (ONE METER EQUALS 3937/1200 U.S. SURVEY FEET)
6. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
7. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

POINT TABLE

NO.	GRID NORTHING	GRID EASTING	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1220828.20	3096474.22	1220828.20	3096474.22	5531.36	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
2	1221080.76	3096524.23	1221080.70	3096524.22	5528.96	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
3	1221168.31	3096586.08	1221168.23	3096586.05	5526.09	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
5	1221030.94	3096590.55	1221030.90	3096590.53	5525.89	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
20	1221212.84	3096370.67	1221212.75	3096370.69	5537.65	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
21	1220902.68	3096845.21	1220902.66	3096845.13	5515.11	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
22	1221028.36	3096833.05	1221028.32	3096832.97	5514.73	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
10101	1221208.58	3096878.80	1221208.49	3096878.71	5516.07	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10105	1221156.05	3096937.78	1221155.97	3096937.68	5516.19	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10106	1221266.81	3096987.20	1221266.72	3096987.09	5513.14	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
337059017	1221279.31	3096767.13	1221279.22	3096767.07	5525.16	RECOVERED 1-1/2" ALUMINUM DISC "PLS 12405"
337059040	1220836.54	3096375.35	1220836.54	3096375.37	5531.71	RECOVERED 1-1/2" ALUMINUM DISC - ILLEGIBLE
337059503	1222448.88	3098968.15	1222448.52	3098967.61	5462.85	RECOVERED 3-1/4" ALUMINUM CAP IN RANGE BOX "PWSI LAND SURVEYORS 2020 PLS 25375"
337059506	1222402.79	3096310.48	1222402.44	3096310.51	5546.96	RECOVERED 3-1/4" ALUMINUM CAP IN RANGE BOX "PLS 12405 1991 EMK"
337129002	1221209.35	3096624.01	1221209.27	3096623.97	5527.04	RECOVERED 1-1/2" ALUMINUM DISC "PLS 12405"
337129026	1221373.34	3096549.21	1221373.22	3096549.20	5532.75	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
337129027	1221402.14	3096522.00	1221402.02	3096521.99	5532.89	RECOVERED NAIL W/ BROKEN TAG
337129028	1221438.08	3096530.71	1221437.95	3096530.70	5532.11	RECOVERED NAIL W/ BROKEN TAG
337129031	1221173.47	3096875.14	1221173.39	3096875.05	5516.68	RECOVERED CHISELED 'X'
337129036	1221240.77	3096347.19	1221240.68	3096347.22	5538.24	RECOVERED 1-1/2" ALUMINUM DISC "PLS 12405"
337129038	1221100.69	3096494.57	1221100.63	3096494.57	5531.03	RECOVERED 1-1/2" ALUMINUM DISC "PLS 12405"

No.	DATE	REVISION DESCRIPTION

Kimley»Horn
6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111
Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	PTM	LMM	2025-05-13	29611800	1 OF 3

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DWG NAME: K:\KIMLEY-HORN.COM\AP_DNV\DEN_PUBLIC\SECT\DR\29611800_TOWN OF SUPERIOR_ROCK CREEK RANCH\CADD\SURVEY\DWG\SR11800.DWG, SUPERIOR SCALING PLOTTED BY: MCGRAW-DANA, PATRICK 5/14/2025 8:15 AM LAST SAVED: 5/14/2025 8:09 AM

SURVEY CONTROL DIAGRAM

LOCATED IN THE NE QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

LEGEND

- RECOVERED SECTION CORNER AS NOTED
- RECOVERED PROPERTY MONUMENT AS NOTED
- RECOVERED CHISELED 'X'
- CONTROL POINT AS NOTED
- EASEMENT LINE AS NOTED
- SECTION LINE
- RIGHT-OF-WAY LINE
- PARCEL LINE
- TIE-LINE

#337059506
NORTH QTR. CORNER SEC. 30
RECOVERED 3-1/4"
ALUMINUM CAP
IN RANGE BOX
"PLS 12405 1991 EMK"

N89°00'23"E 2657.50'
N LINE NE QTR. SEC. 30
BASIS OF BEARINGS

S44°27'02"E
2234.96' (TIE)

#337059503
NORTHEAST CORNER SEC. 30
RECOVERED 3-1/4"
ALUMINUM CAP IN RANGE BOX
"PWSI LAND SURVEYORS
2020 PLS 25375"

S33°37'57"W
1971.54' (TIE)

#337129138
RECOVERED
NAIL W/ 3/4"
BRASS TAG
"LS 12405"

#337129139
RECOVERED
NAIL W/
BROKEN TAG

#10114
RECOVERED
NAIL W/ 3/4"
BRASS TAG
"LS 12405"

#10120
RECOVERED
NAIL W/
BROKEN TAG

#10119
RECOVERED
NAIL W/ TAG
"2229"

#10118
RECOVERED
NAIL W/ TAG
"LS 12405"

#337129092
RECOVERED
NO. 5 REBAR

#10126
RECOVERED
NAIL W/ 3/4"
BRASS TAG
"PLS 34593"

#16
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#11
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#8
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#15
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#12
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#7
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#6
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#14
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

#13
SET NO. 5 REBAR W/
GREEN PLASTIC CAP
"CONTROL"

BLOCK 2 LOT 21
BLOCK 2 LOT 22
BLOCK 2 LOT 27
BLOCK 2 LOT 28
BLOCK 2 LOT 29
BLOCK 2 LOT 30
BLOCK 3 LOT 10
BLOCK 3 LOT 9
BLOCK 3 LOT 8
BLOCK 3 LOT 1
BLOCK 7 LOT 1
BLOCK 6 LOT 6
BLOCK 6 LOT 5
BLOCK 6 LOT 4
BLOCK 6 LOT 3
BLOCK 6 LOT 2
BLOCK 6 LOT 1
BLOCK 2 LOT 8
BLOCK 2 LOT 7
BLOCK 2 LOT 6
BLOCK 2 LOT 5
BLOCK 2 LOT 9

TRACT A
TRACT B
TRACT C

ROCK CREEK PARKWAY
(PUBLIC R.O.W. VARIES)

COAL CREEK DRIVE
(PUBLIC R.O.W. VARIES)

ROCK CREEK RANCH
FILING NO. 8A
REC. NO. 1170159

ROCK CREEK RANCH
FILING NO. 6A
REC. NO. 1122470

ROCK CREEK RANCH
FILING NO. 9A
REC. NO. 1170161

100' R.O.W.
112' R.O.W.
80' R.O.W.
60' R.O.W.

10' UTILITY ESMT. REC. NO. 1088974
15' UTILITY ESMT. REC. NO. 1088974
10' UTILITY ESMT. REC. NO. 1170159
15' IRRIGATION ESMT. REC. NO. 1104467
10' UTILITY & DRAINAGE ESMT. REC. NO. 1122470
10' UTILITY ESMT. REC. NO. 1122470
30' WATER ESMT. REC. NO. 1122
10' UTILITY ESMT. REC. NO. 1170161
15' UTILITY ESMT. REC. NO. 1170161
8' UTILITY ESMT. REC. NO. 1170159
8' UTILITY ESMT. REC. NO. 1170161

MATCH LINE - SEE SHEET 3

POINT TABLE						
NO.	GRID NORTHING	GRID EASTING	NORTHING	EASTING	ELEVATION	DESCRIPTION
6	1220677.61	3097865.79	1220677.64	3097865.48	5471.55	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
7	1220681.55	3097937.81	1220681.58	3097937.49	5468.96	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
8	1220807.00	3097875.95	1220807.00	3097875.64	5474.41	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
11	1220770.67	3097383.73	1220770.68	3097383.53	5492.61	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
12	1220690.62	3097846.34	1220690.65	3097846.04	5472.97	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
13	1220611.78	3098215.25	1220611.83	3098214.87	5457.91	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
14	1220695.65	3098277.59	1220695.68	3098277.19	5459.26	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
15	1220802.27	3097973.49	1220802.27	3097973.16	5471.97	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
16	1220838.49	3097600.50	1220838.48	3097600.25	5483.87	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
10114	1220982.21	3097775.69	1220982.17	3097775.40	5483.29	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10118	1220882.41	3098193.31	1220882.40	3098192.93	5464.68	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10119	1220904.89	3098217.03	1220904.88	3098216.65	5464.51	RECOVERED NAIL W/ TAG "2229"
10120	1220969.90	3098222.30	1220969.87	3098221.91	5464.05	RECOVERED NAIL W/ BROKEN TAG
10126	1220573.55	3097661.35	1220573.60	3097661.09	5475.14	RECOVERED NAIL W/ 3/4" BRASS TAG "PLS 34593"
337059503	1222448.88	3098968.15	1222448.52	3098967.61	5462.85	RECOVERED 3-1/4" ALUMINUM CAP IN RANGE BOX "PWSI LAND SURVEYORS 2020 PLS 25375"
337059506	1222402.79	3096310.48	1222402.44	3096310.51	5546.96	RECOVERED 3-1/4" ALUMINUM CAP IN RANGE BOX "PLS 12405 1991 EMK"
337129092	1220847.22	3097890.92	1220847.22	3097890.61	5474.79	RECOVERED NO. 5 REBAR
337129139	1220975.24	3097711.19	1220975.21	3097710.92	5483.51	RECOVERED NAIL W/ BROKEN TAG

NORTH

GRAPHIC SCALE IN FEET
30 0 15 30 60
1" = 30' @ 24X36

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

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No.	DATE	REVISION DESCRIPTION

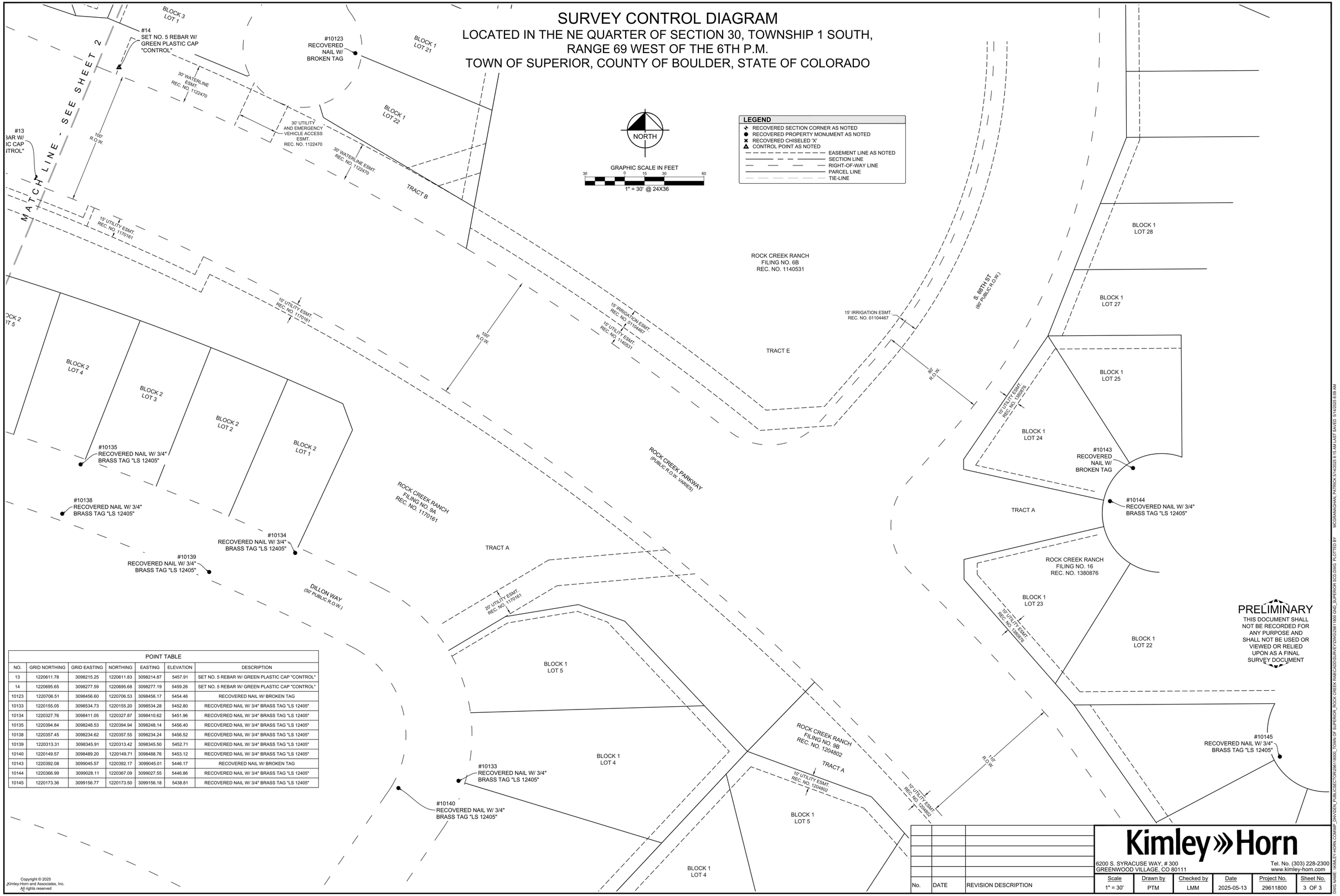
Kimley»Horn
6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111
Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	PTM	LMM	2025-05-13	29611800	2 OF 3

DWG NAME: KIMLEY-HORN.COM\AP_DNV\DEN_PUBLIC\SECTOR\29611800_TOWN OF SUPERIOR_ROCK CREEK RANCH\CAD\SURVEY\DWG\29611800 CNTRL SUPERIOR SCD.DWG PLOTTED BY: MCGRAHANAN, PATRICK 5/14/2025 8:15 AM LAST SAVED: 5/14/2025 8:09 AM

SURVEY CONTROL DIAGRAM

LOCATED IN THE NE QUARTER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO



POINT TABLE						
NO.	GRID NORTHING	GRID EASTING	NORTHING	EASTING	ELEVATION	DESCRIPTION
13	1220611.78	3098215.25	1220611.83	3098214.87	5457.91	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
14	1220695.65	3098277.59	1220695.68	3098277.19	5459.26	SET NO. 5 REBAR W/ GREEN PLASTIC CAP "CONTROL"
10123	1220706.51	3098456.60	1220706.53	3098456.17	5454.46	RECOVERED NAIL W/ BROKEN TAG
10133	1220155.05	3098534.73	1220155.20	3098534.28	5452.80	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10134	1220327.76	3098411.05	1220327.87	3098410.62	5451.96	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10135	1220394.84	3098248.53	1220394.94	3098248.14	5456.40	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10138	1220357.45	3098234.62	1220357.55	3098234.24	5456.52	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10139	1220313.31	3098345.91	1220313.42	3098345.50	5452.71	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10140	1220149.57	3098489.20	1220149.71	3098488.76	5453.12	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10143	1220392.08	3099045.57	1220392.17	3099045.01	5446.17	RECOVERED NAIL W/ BROKEN TAG
10144	1220366.99	3099028.11	1220367.09	3099027.55	5446.86	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"
10145	1220173.36	3099156.77	1220173.50	3099156.18	5438.81	RECOVERED NAIL W/ 3/4" BRASS TAG "LS 12405"

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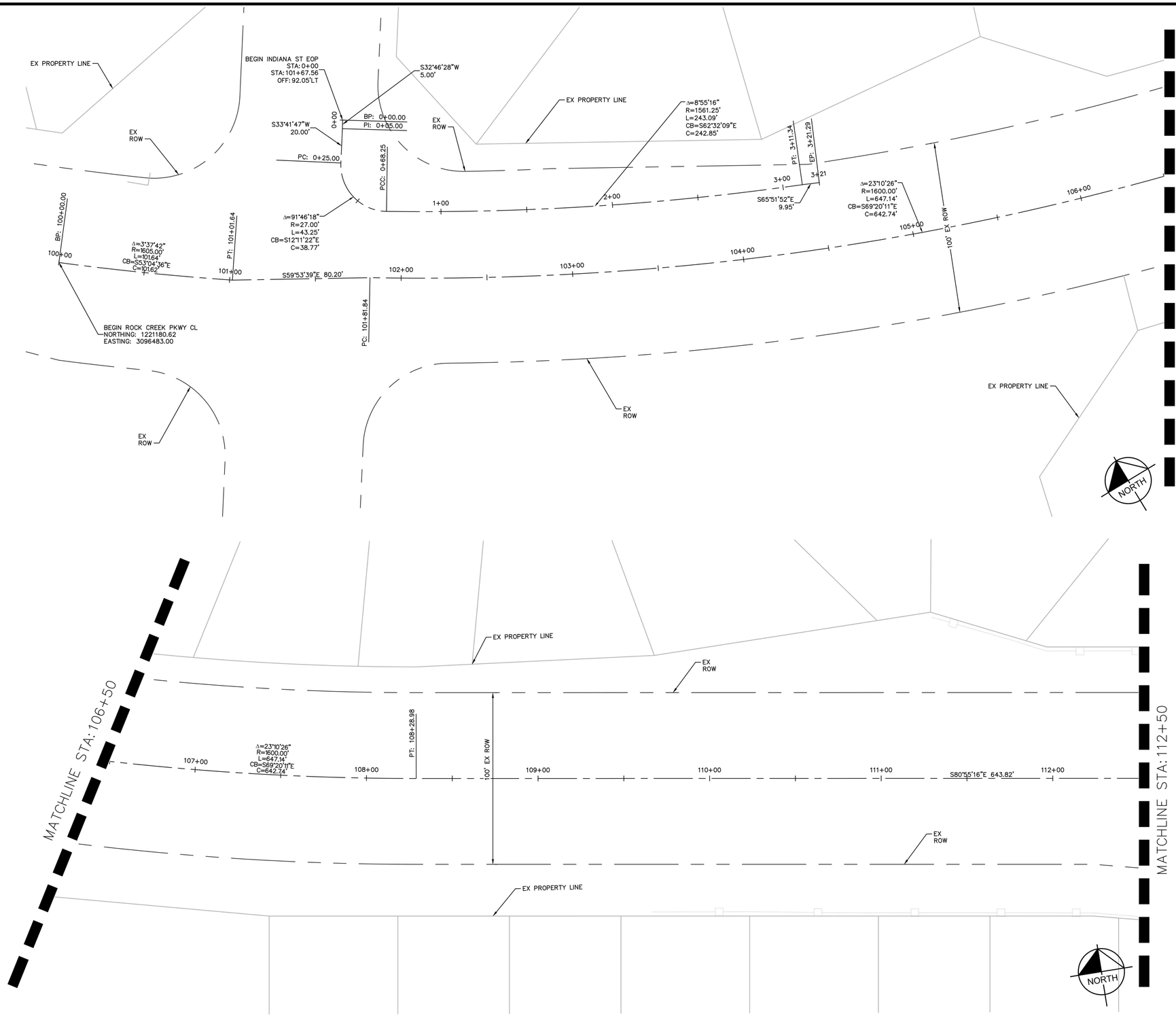
No.	DATE	REVISION DESCRIPTION

Kimley»Horn
6200 S. SYRACUSE WAY, # 300
GREENWOOD VILLAGE, CO 80111
Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	PTM	LMM	2025-05-13	29611800	3 OF 3

DWG NAME: \\KIMLEY-HORN.COM\DP_DNV\DEN_PUBLIC\SECTOR\29611800_TOWN OF SUPERIOR_ROCK CREEK RANCH\CADD\SURVEY\DWG\29611800 CND_SUPERIOR SCD.DWG PLOTTED BY: MCGRANAGHAN, PATRICK 5/14/2025 8:09 AM LAST SAVED: 5/14/2025 8:09 AM



COORDINATE DATUM:

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PROJECT EASTING = (STATE PLANE EASTING X 1.0002189685)
POINTS WERE SCALED FROM CPT #1

BENCHMARK

CITY AND COUNTY OF BROOMFIELD CONTROL POINT #15 LOCATED IN THE MEDIAN OF ELDORADO BLVD, APPROXIMATELY 2,000 FEET WEST OF THE INTERSECTION OF ELDORADO BLVD AND INTERLOCKEN LOOP AND APPROXIMATELY 500 FEET WESTERLY OF THE CAMDEN INTERLOCKEN APARTMENTS.
ELEVATION: 5516.10 (NAVD 88)

NOTES

1. THE AREA BETWEEN THE RIGHT OF WAY (ROW) AND PROPERTY LINE IS TOWN OF SUPERIOR OPEN SPACE/GREEN SPACE UNLESS OTHERWISE STATED.

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
HORIZONTAL CONTROL

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SHEET NO.
11

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\HORIZONTAL CONTROL.dwg
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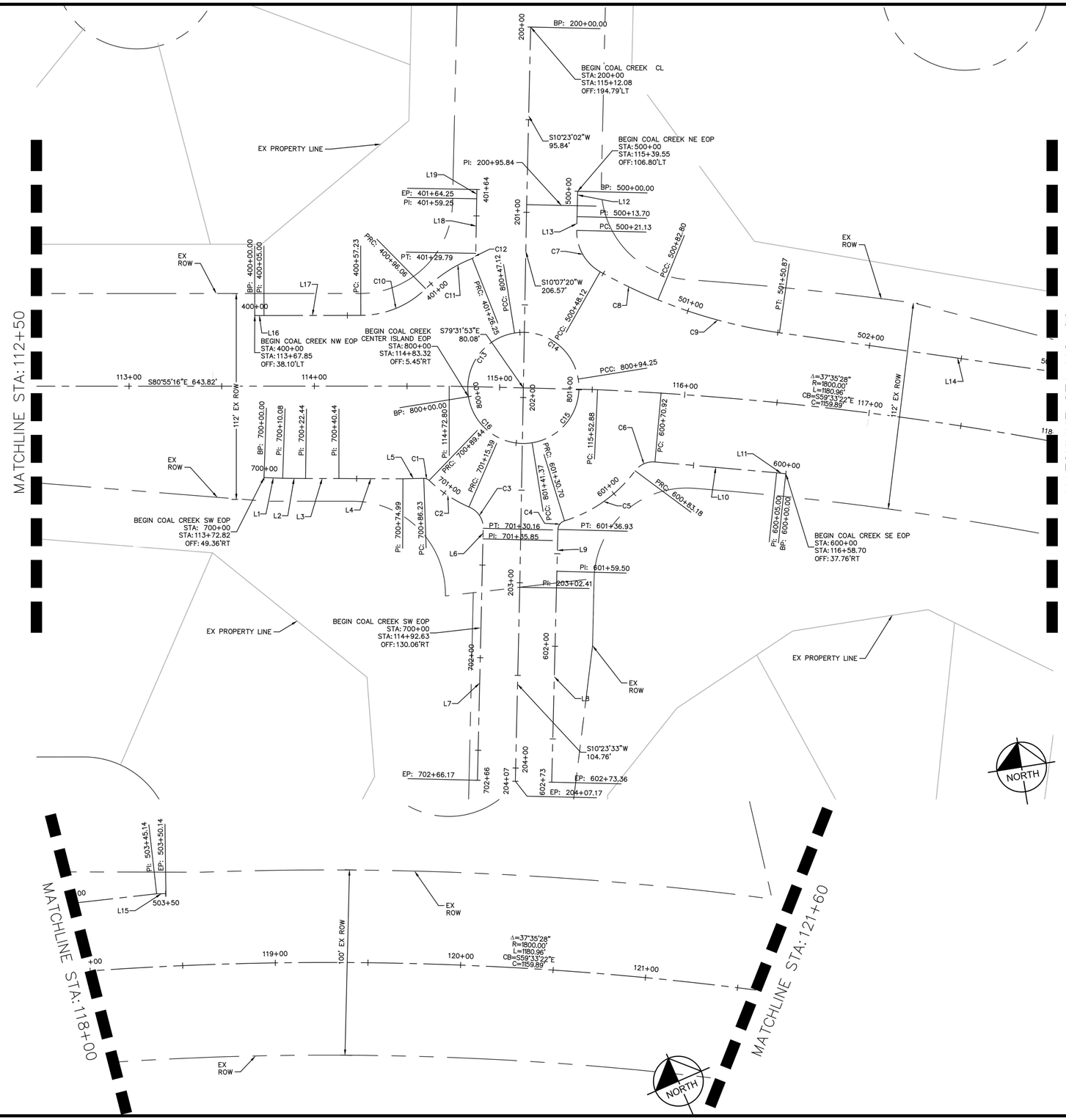

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ELEVATION: 5516.10 (NAVD 88)

NOTES

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LINE TABLE		
LINE	LENGTH	BEARING
L1	10.08	S78°56'36.92"E
L2	12.36	S80°09'28.75"E
L3	18.00	S80°52'34.08"E
L4	34.55	S80°40'00.41"E
L5	11.24	S82°10'44.04"E
L6	5.69	S10°28'06.54"W
L7	130.32	S10°23'55.99"W
L8	113.86	S10°29'31.14"W
L9	22.57	S10°32'37.33"W
L10	65.92	N75°49'11.91"W
L11	5.00	N74°48'37.27"W
L12	13.70	S10°26'14.43"W
L13	7.43	S10°26'14.43"W
L14	194.27	S72°49'41.78"E
L15	5.00	S67°11'07.88"E
L16	5.00	S81°00'11.89"E
L17	52.23	S81°00'11.89"E
L18	29.46	N10°05'48.16"E
L19	5.00	N10°05'48.16"E

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	4.00'	3.20'	S59°56'13"E	3.12'	45°53'52"	1.69'
C2	72.92'	25.96'	S47°10'47"E	25.82'	20°23'43"	13.12'
C3	12.03'	14.76'	S24°43'03"E	13.85'	70°18'16"	8.47'
C4	5.00'	6.23'	S46°14'18"W	5.83'	71°23'21"	3.59'
C5	75.00'	47.51'	S63°47'01"W	46.72'	36°17'55"	24.59'
C6	12.00'	12.26'	S74°54'26"W	11.74'	58°32'45"	6.73'
C7	25.00'	26.99'	S20°29'28"E	25.70'	61°51'26"	14.98'
C8	275.00'	34.68'	S55°01'57"E	34.66'	7°13'31"	17.36'
C9	275.00'	68.07'	S65°44'12"E	67.90'	14°10'59"	34.21'
C10	50.00'	38.83'	N76°45'06"E	37.86'	44°29'25"	20.45'
C11	75.00'	30.19'	N66°02'22"E	29.99'	23°03'57"	15.30'
C12	3.00'	3.53'	N43°50'04"E	3.33'	67°28'32"	2.00'
C13	30.00'	47.12'	N45°00'00"E	42.43'	90°00'00"	30.00'
C14	30.00'	47.12'	S45°00'00"E	42.43'	90°00'00"	30.00'
C15	30.00'	47.12'	S45°00'00"W	42.43'	90°00'00"	30.00'
C16	30.00'	47.12'	N45°00'00"W	42.43'	90°00'00"	30.00'

GRAPHIC SCALE IN FEET
0 ## ## ##

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
HORIZONTAL CONTROL

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Kimley-Horn and Associates, Inc.

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SHEET NO.
12

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COORDINATE DATUM:

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ELEVATION: 5516.10 (NAVD 88)

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GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

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SHEET NO.
13

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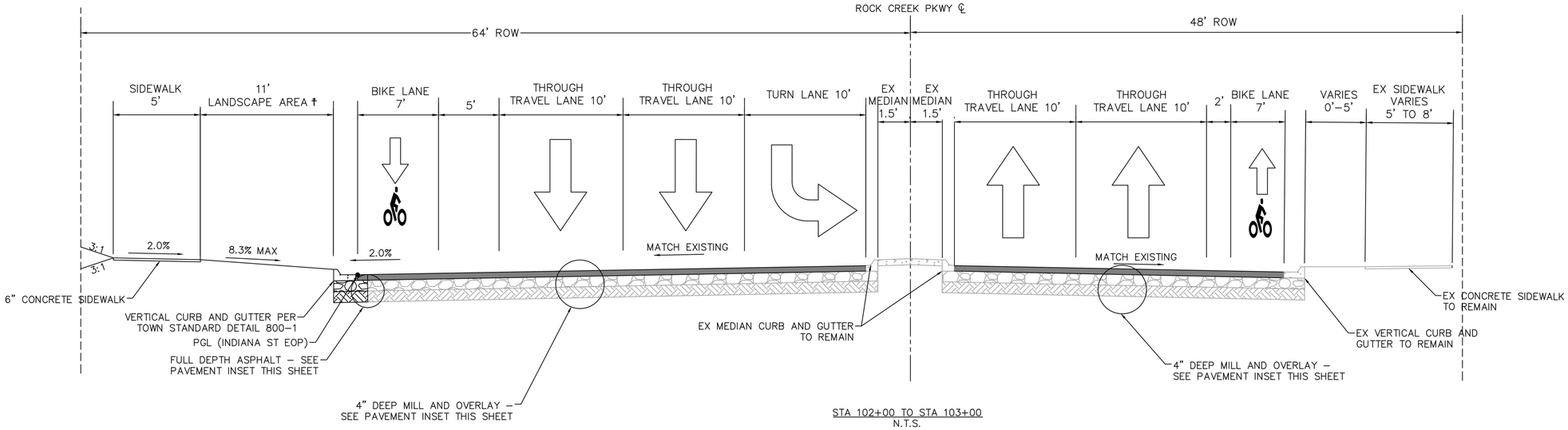
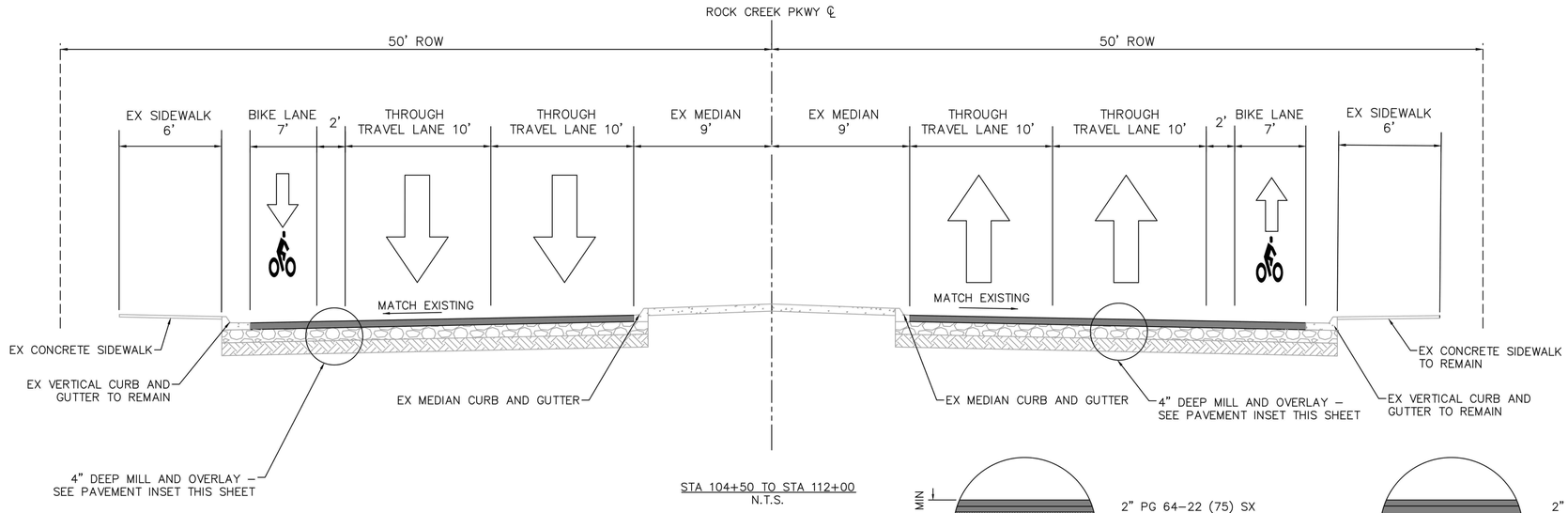
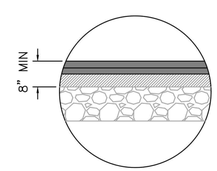


STA 102+00 TO STA 103+00
N.T.S.

†CONTRACTOR SHALL MATCH LANDSCAPING AT PITKIN AVE, INCLUDING MIXTURE OF STAMPED FACE CONCRETE AND ROCK MULCH. ADDITIONAL DETAILS TO BE PROVIDED ON FUTURE SUBMITTAL.

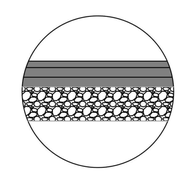


STA 104+50 TO STA 112+00
N.T.S.



2" PG 64–22 (75) SX
2" PG 64–22 (75) S
4" HMA
EXISTING SUBGRADE TO REMAIN

DEEP MILL PAVEMENT DETAIL*



2" PG 64–22 (75) SX
3" PG 64–22 (75) S
3" PG 64–22 (75) S
12" STABILIZED SUBGRADE

FULL DEPTH PAVEMENT DETAIL

*A MINIMUM OF 4" OF EXISTING ASPHALT MUST REMAIN DURING CONSTRUCTION ACTIVITIES

NOTES:
1. CONTRACTOR MUST HAVE PAVERS WITH AUTOMATIC SLOPE AND GRADE CONTROLS OUTFITTED WITH 30 FOOT SKI CAPABLE OF PAVING 10 FOOT LANES, 12 FOOT LANES, AND 19 FOOT LANES TO MAINTAIN JOINT AT CENTERLINE OF STRIPING.

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\TYPICAL SECTIONS.dwg

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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

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ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
TYPICAL SECTION

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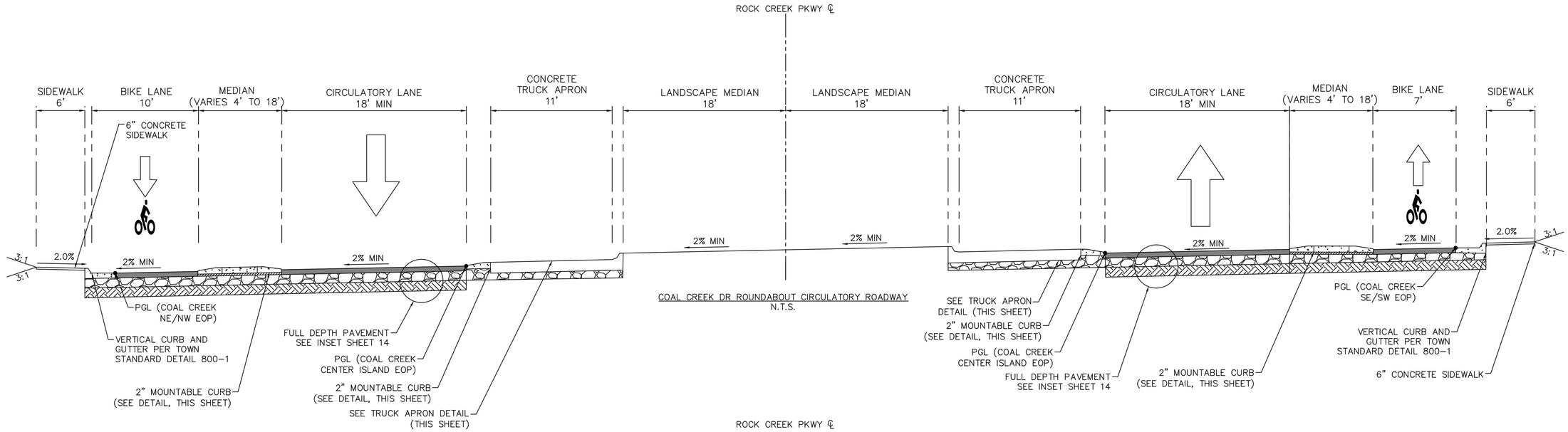
SHEET NO.
14



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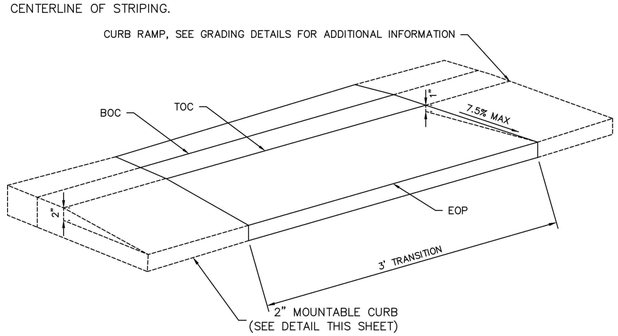
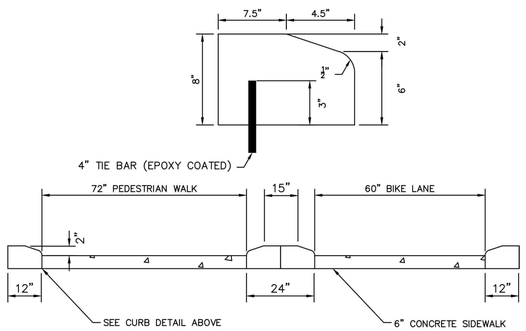
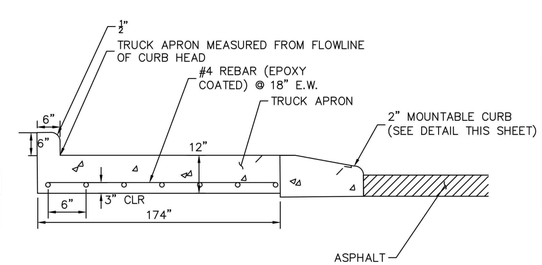


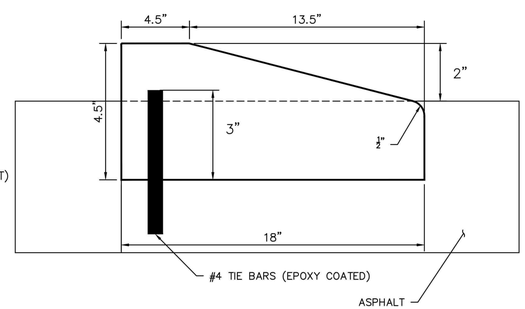
2" MOUNTABLE CURB TRANSITION



PEDESTRIAN CUT THROUGH DETAIL



TRUCK APRON DETAIL



2" MOUNTABLE CURB DETAIL

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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

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TYPICAL SECTION

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SHEET NO.
15

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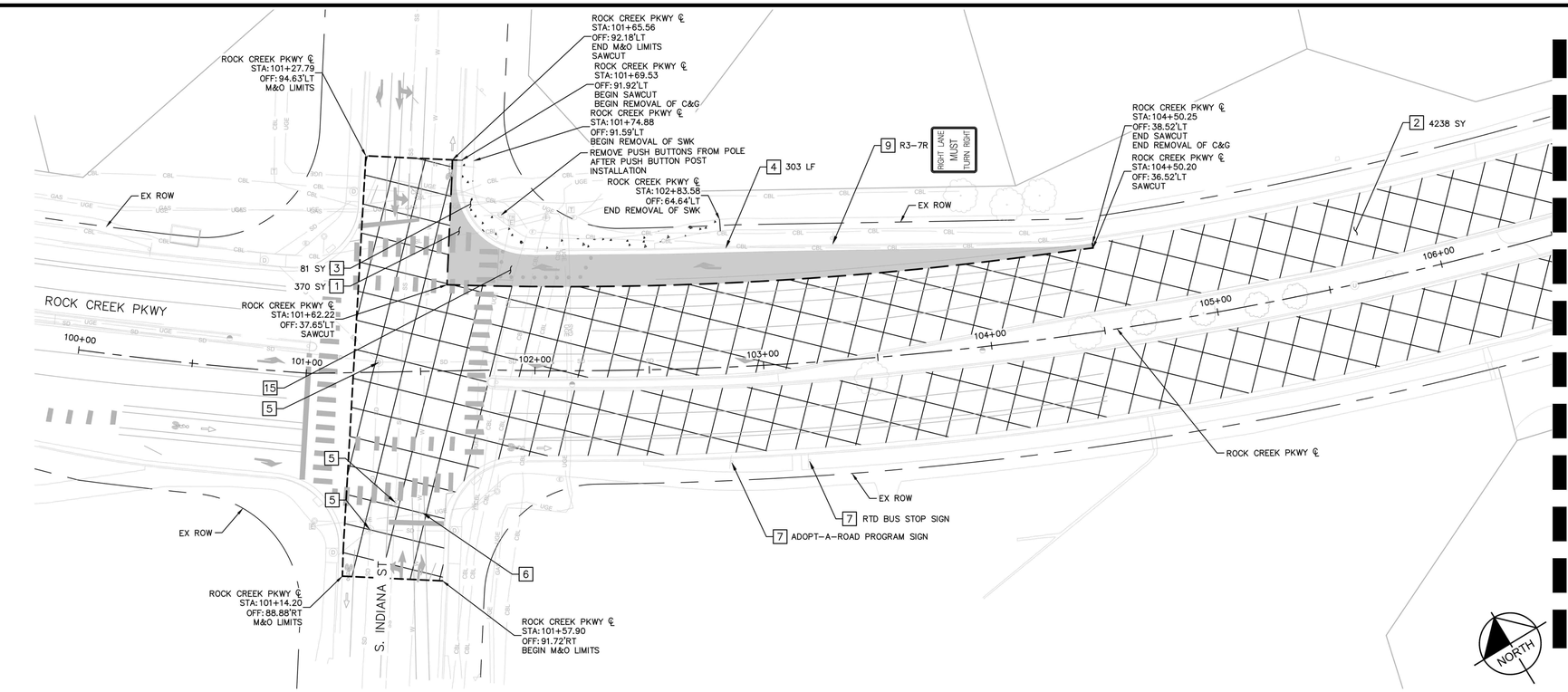

REMOVAL CONSTRUCTION NOTES

1. REMOVAL OF FULL DEPTH ASPHALT
2. REMOVAL OF ASPHALT (PLANING) (5" DEEP MILL) (SY)
3. REMOVAL OF CONCRETE SIDEWALK (SY)
4. REMOVAL OF CURB & GUTTER (LF)
5. ADJUST MANHOLE TO GRADE (SEE NOTE 1)
6. ADJUST VALVE BOX TO GRADE (SEE NOTE 1)
7. EX SIGN & POST TO REMAIN
8. EX SIGN TO BE RESET ON NEW POST (SEE SHEETS 37-39 FOR FINAL LOCATION)
9. EX SIGN & POST TO BE REMOVED
10. EX SIGN PANEL TO BE REMOVED
11. EX PAVEMENT MARKING TO BE REMOVE (SF) (SEE NOTE 2)
12. REMOVAL OF CONCRETE MEDIAN COVER (SY)
13. REMOVAL OF MEDIAN LANDSCAPE ROCK (SY)
14. RESET FIRE HYDRANT (SEE NOTE 5)
15. REMOVAL FLEX POSTS
16. REMOVE INLET (SEE SHEET 35 FOR ADDITIONAL DETAILS)
17. RESET STREET LIGHT ON NEW FOUNDATION (IN SAME LOCATION)
18. ADJUST PULL BOX TO GRADE
19. REMOVAL OF PIPE

NOTES

1. ADJUSTMENT OF MANHOLES & VALVE BOXES WILL INCLUDE MOVING THE STRUCTURES DOWN DURING PAVING OPERATIONS (AS NEEDED), AND UP TO FINAL GRADE. CONTRACTOR SHALL CLEAN ALL ADJUSTED STRUCTURES AFTER FINAL PAVING. ADJUSTMENTS WILL BE PER TOWN STANDARD DETAILS 400-6 & 400-24. ADJUSTMENTS SHALL BE MADE PRIOR TO PLACING TOP LIFT OF ASPHALT. CUTTING OF TOP LIFT ASPHALT IS STRICTLY PROHIBITED.
2. ALL STRIPING SHALL BE REMOVED VIA WATER BLASTING UNLESS OTHERWISE APPROVED BY THE TOWN.
3. REMOVAL OF LANDSCAPE ITEMS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK OF CLEARING AND GRUBBING.
4. CONTRACTOR SHALL COORDINATE AND ADJUST ANY IRRIGATION HEADS THAT CONFLICT WITH THE WORK WITH THE TOWN DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE PROPER WATERING OF LANDSCAPE ELEMENTS TO REMAIN DURING CONSTRUCTION IF IRRIGATION IS TEMPORARILY PAUSED.
5. RESET FIRE HYDRANT SHALL INCLUDE REMOVAL AND REPLACEMENT OF EXISTING 6 INCH GATE VALVE, REMOVAL AND REPLACEMENT OF THE DUCTILE IRON LATERAL (UP TO GATE VALVE), AND THE INSTALLATION OF NEW CATHODIC PROTECTION, TRACER WIRE, AND GLEN 4 TEST STATION, SEE ROADWAY PLANS (SHEET 22-28) FOR FINAL PLACEMENT. SEE TOWN OF SUPERIOR STD. DETAIL 400-17 FOR ADDITIONAL DETAILS.
6. REMOVAL/RESET OF STRUCTURES WITH FOUNDATIONS WILL INCLUDE THE REMOVAL OF THE EXISTING FOUNDATION TO 2' BELOW FINISHED GRADE.
7. CONTRACTOR TO CONFIRM ALL CONCRETE REMOVAL AND REPLACEMENT LIMITS WITH THE TOWN PRIOR TO CONSTRUCTION.

LEGEND

- REMOVAL OF ASPHALT (PLANING) (5" DEEP MILL)
- REMOVAL OF FULL DEPTH ASPHALT
- REMOVAL OF CONCRETE SIDEWALK
- REMOVAL OF CONCRETE MEDIAN COVER
- REMOVAL OF MEDIAN LANDSCAPE ROCK (SY)

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

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11800 RIDGE PARKWAY SUITE 200
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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
REMOVALS AND RESETS

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SHEET NO.
16

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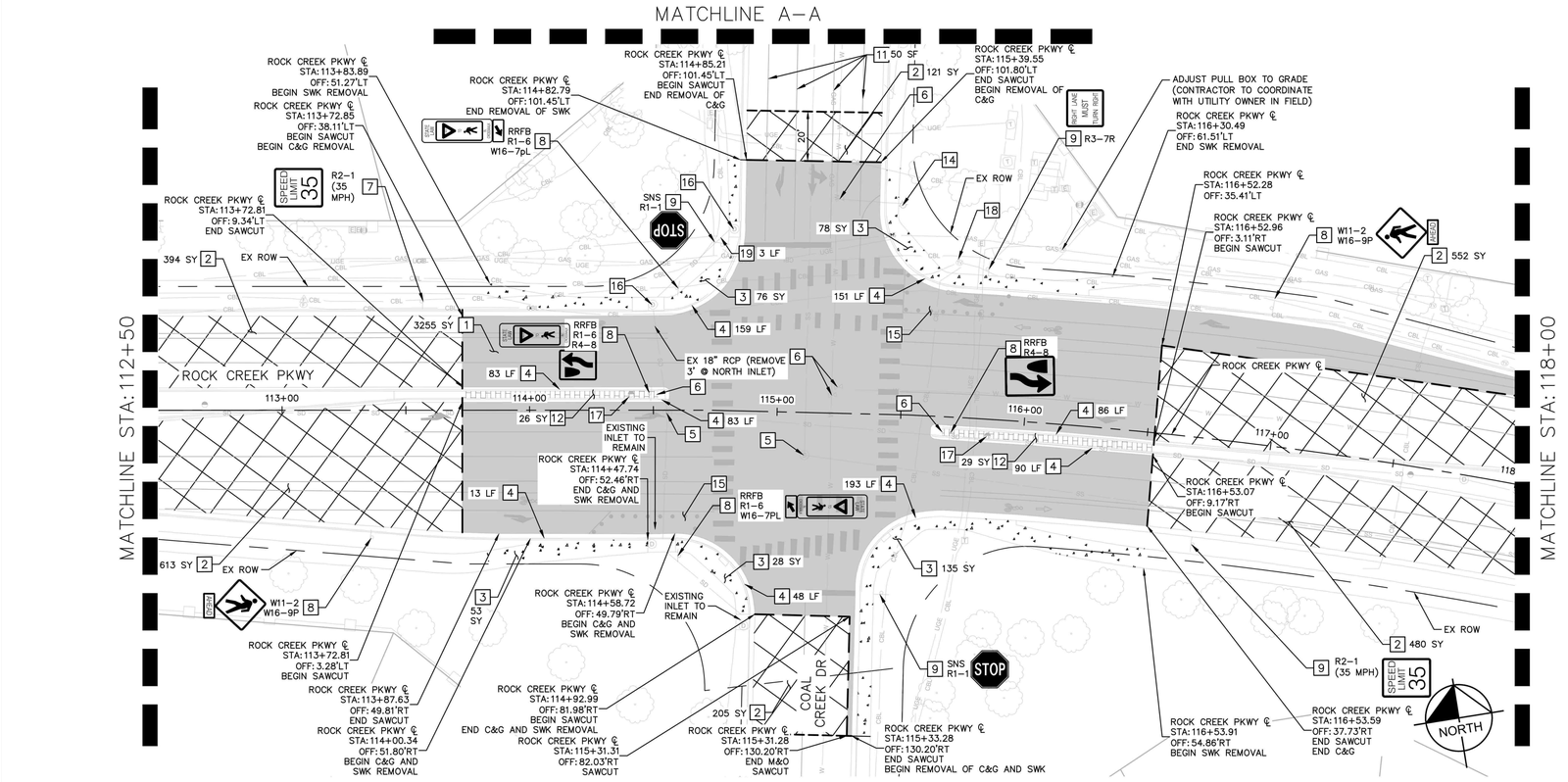

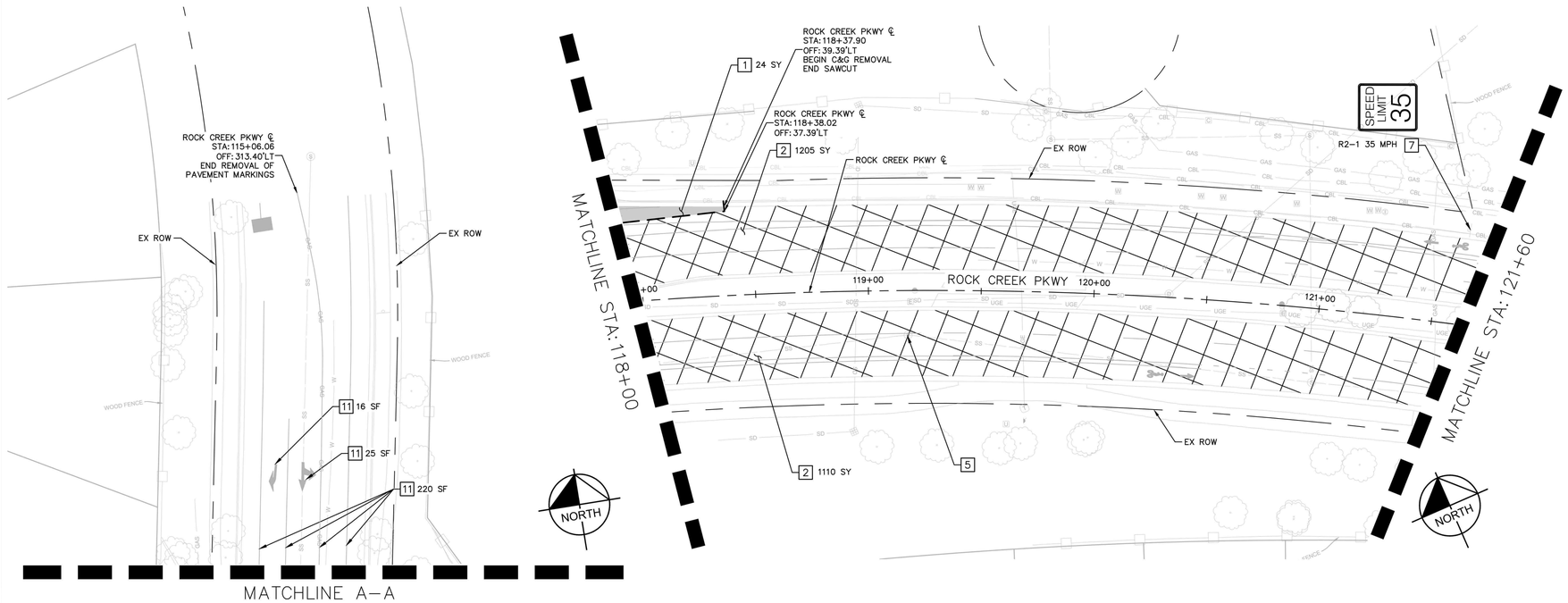

REMOVAL CONSTRUCTION NOTES

1. REMOVAL OF FULL DEPTH ASPHALT
2. REMOVAL OF ASPHALT (PLANING) (5" DEEP MILL) (SY)
3. REMOVAL OF CONCRETE SIDEWALK (SY)
4. REMOVAL OF CURB & GUTTER (LF)
5. ADJUST MANHOLE TO GRADE (SEE NOTE 1)
6. ADJUST VALVE BOX TO GRADE (SEE NOTE 1)
7. EX SIGN & POST TO REMAIN
8. EX SIGN TO BE RESET ON NEW POST (SEE SHEETS 37–39 FOR FINAL LOCATION)
9. EX SIGN & POST TO BE REMOVED
10. EX SIGN PANEL TO BE REMOVED
11. EX PAVEMENT MARKING TO BE REMOVE (SF) (SEE NOTE 2)
12. REMOVAL OF CONCRETE MEDIAN COVER (SY)
13. REMOVAL OF MEDIAN LANDSCAPE ROCK (SY)
14. RESET FIRE HYDRANT (SEE NOTE 5)
15. REMOVAL FLEX POSTS
16. REMOVE INLET (SEE SHEET 35 FOR ADDITIONAL DETAILS)
17. RESET STREET LIGHT ON NEW FOUNDATION (IN SAME LOCATION)
18. ADJUST PULL BOX TO GRADE
19. REMOVAL OF PIPE

NOTES

1. ADJUSTMENT OF MANHOLES & VALVE BOXES WILL INCLUDE MOVING THE STRUCTURES DOWN DURING PAVING OPERATIONS (AS NEEDED), AND UP TO FINAL GRADE. CONTRACTOR SHALL CLEAN ALL ADJUSTED STRUCTURES AFTER FINAL PAVING. ADJUSTMENTS WILL BE PER TOWN STANDARD DETAILS 400–6 & 400–24. ADJUSTMENTS SHALL BE MADE PRIOR TO PLACING TOP LIFT OF ASPHALT. CUTTING OF TOP LIFT ASPHALT IS STRICTLY PROHIBITED.
2. ALL STRIPING SHALL BE REMOVED VIA WATER BLASTING UNLESS OTHERWISE APPROVED BY THE TOWN.
3. REMOVAL OF LANDSCAPE ITEMS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK OF CLEARING AND GRUBBING.
4. CONTRACTOR SHALL COORDINATE AND ADJUST ANY IRRIGATION HEADS THAT CONFLICT WITH THE WORK WITH THE TOWN DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE PROPER WATERING OF LANDSCAPE ELEMENTS TO REMAIN DURING CONSTRUCTION IF IRRIGATION IS TEMPORARILY PAUSED.
5. RESET FIRE HYDRANT SHALL INCLUDE REMOVAL AND REPLACEMENT OF EXISTING 6 INCH GATE VALVE, REMOVAL AND REPLACEMENT OF THE DUCTILE IRON LATERAL (UP TO GATE VALVE), AND THE INSTALLATION OF NEW CATHODIC PROTECTION, TRACER WIRE, AND GLEN 4 TEST STATION, SEE ROADWAY PLANS (SHEET 22–28) FOR FINAL PLACEMENT. SEE TOWN OF SUPERIOR STD. DETAIL 400–17 FOR ADDITIONAL DETAILS.
6. REMOVAL/RESET OF STRUCTURES WITH FOUNDATIONS WILL INCLUDE THE REMOVAL OF THE EXISTING FOUNDATION TO 2' BELOW FINISHED GRADE.
7. CONTRACTOR TO CONFIRM ALL CONCRETE REMOVAL AND REPLACEMENT LIMITS WITH THE TOWN PRIOR TO CONSTRUCTION.

LEGEND

- REMOVAL OF ASPHALT (PLANING) (5" DEEP MILL)
- REMOVAL OF FULL DEPTH ASPHALT
- REMOVAL OF CONCRETE SIDEWALK
- REMOVAL OF CONCRETE MEDIAN COVER
- REMOVAL OF MEDIAN LANDSCAPE ROCK (SY)

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
REMOVALS AND RESETS

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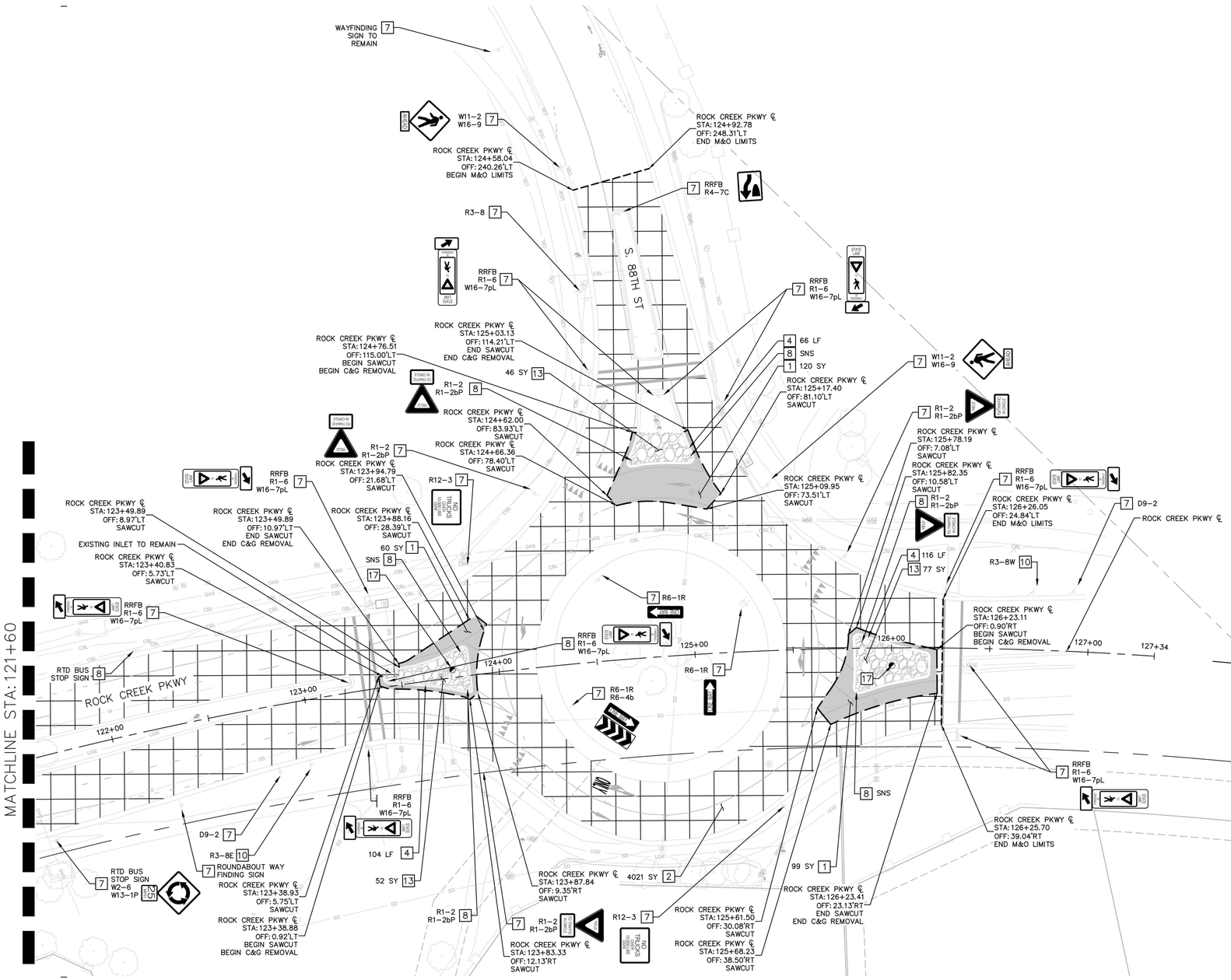
SHEET NO.
17

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\REMOVALS AND RESETS.dwg



REMOVAL CONSTRUCTION NOTES

1. REMOVAL OF FULL DEPTH ASPHALT
2. REMOVAL OF ASPHALT (PLANING) (5" DEEP MILL) (SY)
3. REMOVAL OF CONCRETE SIDEWALK (SY)
4. REMOVAL OF CURB & GUTTER (LF)
5. ADJUST MANHOLE TO GRADE (SEE NOTE 1)
6. ADJUST VALVE BOX TO GRADE (SEE NOTE 1)
7. EX SIGN & POST TO REMAIN
8. EX SIGN TO BE RESET ON NEW POST (SEE SHEETS 37–39 FOR FINAL LOCATION)
9. EX SIGN & POST TO BE REMOVED
10. EX SIGN PANEL TO BE REMOVED
11. EX PAVEMENT MARKING TO BE REMOVE (SF) (SEE NOTE 2)
12. REMOVAL OF CONCRETE MEDIAN COVER (SY)
13. REMOVAL OF MEDIAN LANDSCAPE ROCK (SY)
14. RESET FIRE HYDRANT (SEE NOTE 5)
15. REMOVAL FLEX POSTS
16. REMOVE INLET (SEE SHEET 35 FOR ADDITIONAL DETAILS)
17. RESET STREET LIGHT ON NEW FOUNDATION (IN SAME LOCATION)
18. ADJUST PULL BOX TO GRADE
19. REMOVAL OF PIPE

NOTES

1. ADJUSTMENT OF MANHOLES & VALVE BOXES WILL INCLUDE MOVING THE STRUCTURES DOWN DURING PAVING OPERATIONS (AS NEEDED), AND UP TO FINAL GRADE. CONTRACTOR SHALL CLEAN ALL ADJUSTED STRUCTURES AFTER FINAL PAVING. ADJUSTMENTS WILL BE PER TOWN STANDARD DETAILS 400–6 & 400–24. ADJUSTMENTS SHALL BE MADE PRIOR TO PLACING TOP LIFT OF ASPHALT. CUTTING OF TOP LIFT ASPHALT IS STRICTLY PROHIBITED.
2. ALL STRIPING SHALL BE REMOVED VIA WATER BLASTING UNLESS OTHERWISE APPROVED BY THE TOWN.
3. REMOVAL OF LANDSCAPE ITEMS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK OF CLEARING AND GRUBBING.
4. CONTRACTOR SHALL COORDINATE AND ADJUST ANY IRRIGATION HEADS THAT CONFLICT WITH THE WORK WITH THE TOWN DURING CONSTRUCTION. CONTRACTOR SHALL ENSURE PROPER WATERING OF LANDSCAPE ELEMENTS TO REMAIN DURING CONSTRUCTION IF IRRIGATION IS TEMPORARILY PAUSED.
5. RESET FIRE HYDRANT SHALL INCLUDE REMOVAL AND REPLACEMENT OF EXISTING 6 INCH GATE VALVE, REMOVAL AND REPLACEMENT OF THE DUCTILE IRON LATERAL (UP TO GATE VALVE), AND THE INSTALLATION OF NEW CATHODIC PROTECTION, TRACER WIRE, AND GLEN 4 TEST STATION, SEE ROADWAY PLANS (SHEET 22–28) FOR FINAL PLACEMENT. SEE TOWN OF SUPERIOR STD. DETAIL 400–17 FOR ADDITIONAL DETAILS.
6. REMOVAL/RESET OF STRUCTURES WITH FOUNDATIONS WILL INCLUDE THE REMOVAL OF THE EXISTING FOUNDATION TO 2' BELOW FINISHED GRADE.
7. CONTRACTOR TO CONFIRM ALL CONCRETE REMOVAL AND REPLACEMENT LIMITS WITH THE TOWN PRIOR TO CONSTRUCTION.

LEGEND

- REMOVAL OF ASPHALT (PLANING) (5" DEEP MILL)
- REMOVAL OF FULL DEPTH ASPHALT
- REMOVAL OF CONCRETE SIDEWALK
- REMOVAL OF CONCRETE MEDIAN COVER
- REMOVAL OF MEDIAN LANDSCAPE ROCK (SY)

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
REMOVALS AND RESETS

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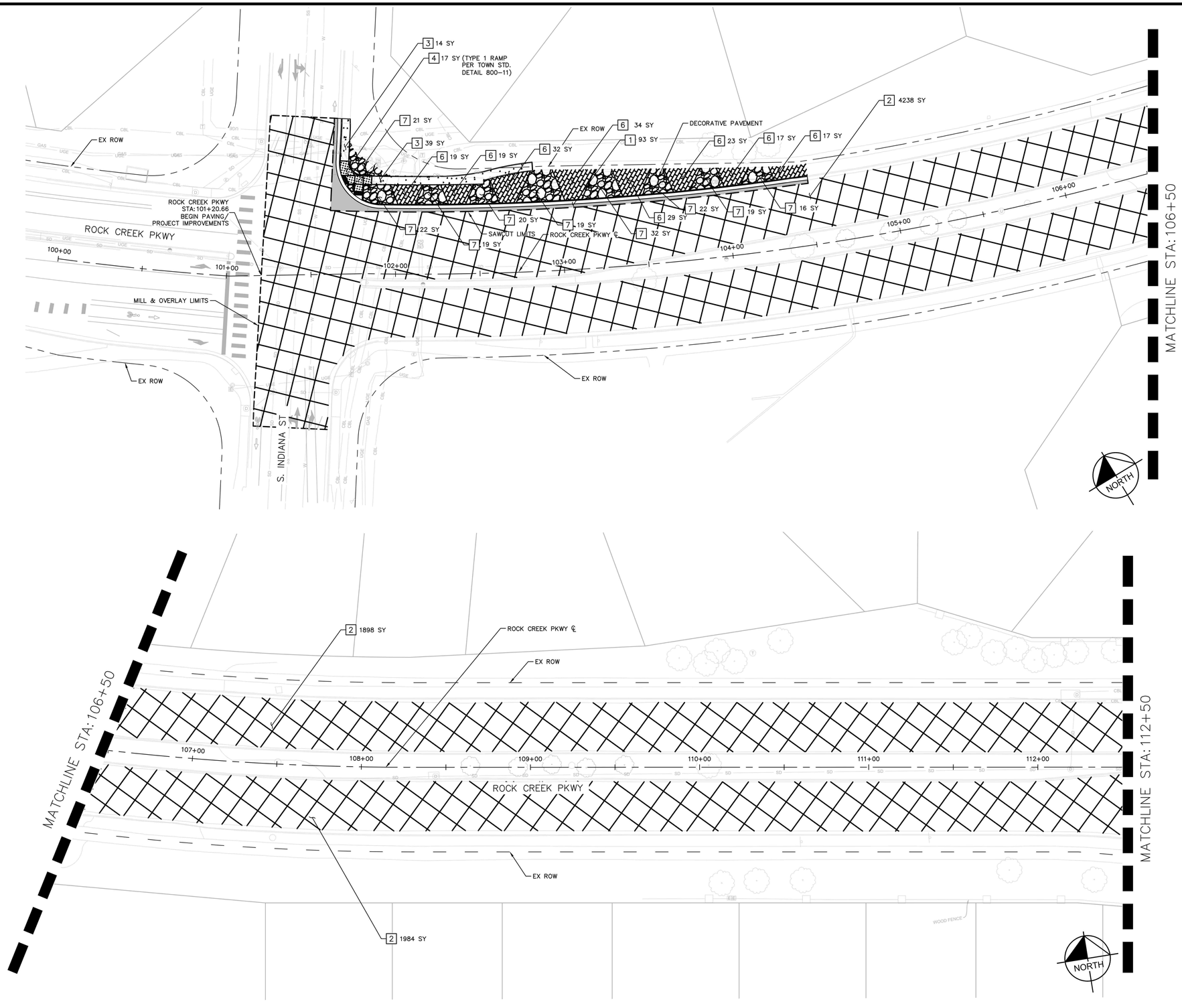
18

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\REMOVALS AND RESETS.DWG



PAVING CONSTRUCTION NOTES

1. FULL DEPTH ASPHALT (SY)
2. ASPHALT OVERLAY (5") (SY)
3. CONCRETE SIDEWALK (SY)
4. CONCRETE CURB RAMP (SY) (SEE NOTE 1)
5. XERISCAPE LANDSCAPING (SY) (SEE SHEET 21 FOR ADD'L DETAILS)
6. CONCRETE MEDIAN COVER
7. ROCK MULCH

NOTES

1. CURB RAMPS WILL INCLUDE TRUNCATED DOMES, MEDIAN COVER, AND ALL CURB HEADS ADJACENT TO THE RAMP AREAS. SEE TOWN STD. DETAIL 800-14 FOR ADDITIONAL DETAILS ON TRUNCATED DOMES.
2. CONTRACTOR WILL MATCH THE EXISTING LANDSCAPING MATERIAL TREATMENT AT PITKIN AVE, INCLUDING CONCRETE MEDIAN COVER (PER TOWN STD. DETAIL 800-21) AND ROCK MULCH. CONCRETE MEDIAN COVER SHALL BE CONSTRUCTED IN 10' X 20' TRAPEZOID (CONTRACTOR TO CONFIRM WITH TOWN IN THE FIELD)

LEGEND

- ASPHALT OVERLAY (4")
- FULL DEPTH ASPHALT
- CONCRETE SIDEWALK
- CONCRETE MEDIAN COVER
- CONCRETE CURB RAMP
- XERISCAPED LANDSCAPED AREA
- ROCK MULCH

GRAPHIC SCALE IN FEET
0 15 30 60

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TOWN OF SUPERIOR
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PAVING PLAN

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SHEET NO.
19

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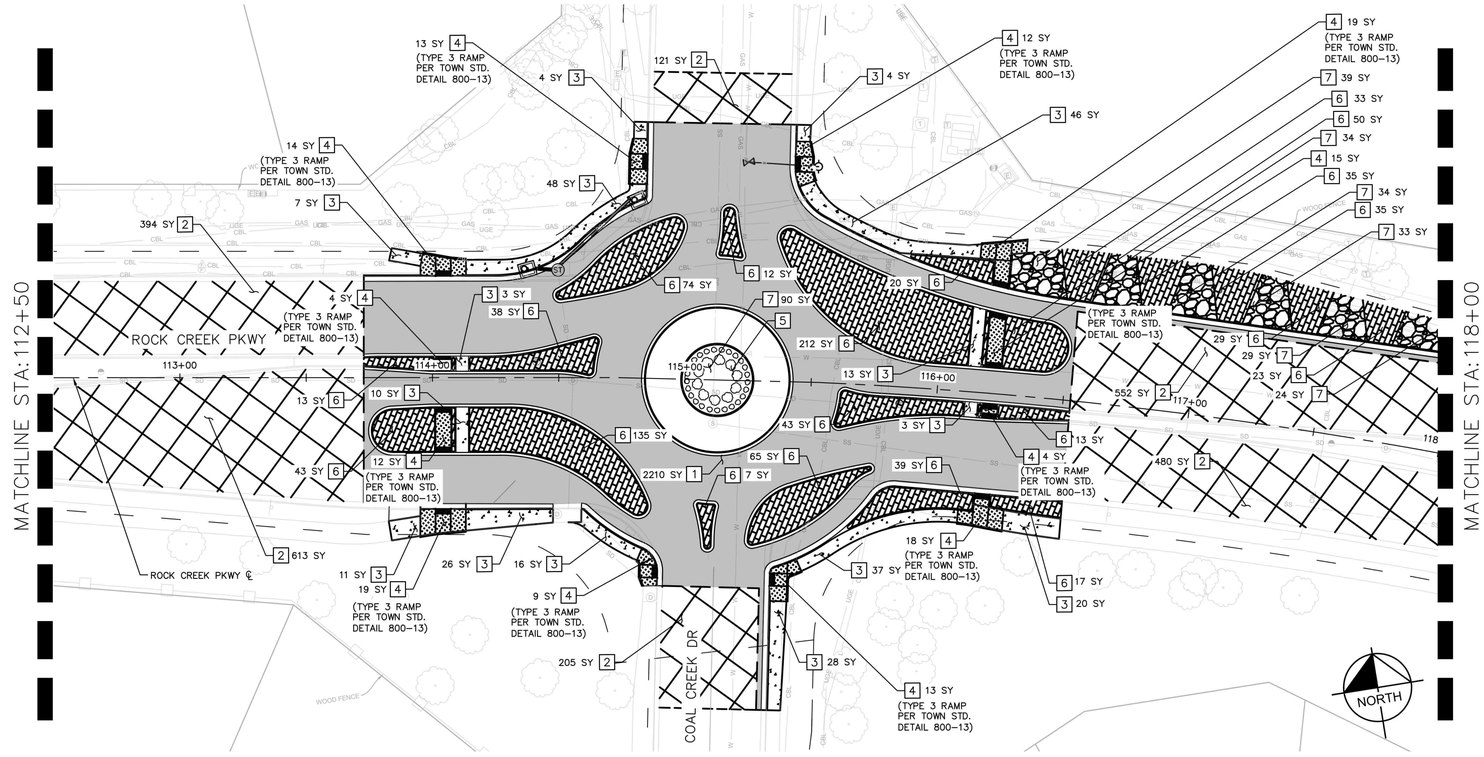

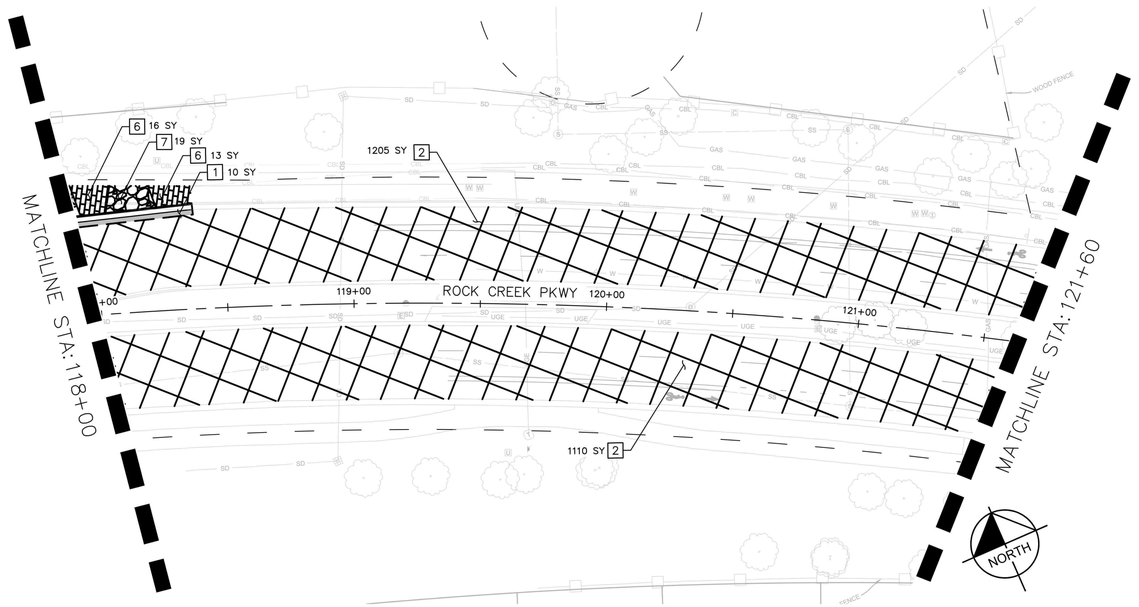

PAVING CONSTRUCTION NOTES

1. FULL DEPTH ASPHALT (SY)
2. ASPHALT OVERLAY (5") (SY)
3. CONCRETE SIDEWALK (SY)
4. CONCRETE CURB RAMP (SY) (SEE NOTE 1)
5. XERISCAPE LANDSCAPING (SY) (SEE SHEET 21 FOR ADD'L DETAILS)
6. CONCRETE MEDIAN COVER
7. ROCK MULCH

NOTES

1. CURB RAMPS WILL INCLUDE TRUNCATED DOMES, MEDIAN COVER, AND ALL CURB HEADS ADJACENT TO THE RAMP AREAS. SEE TOWN STD. DETAIL 800-14 FOR ADDITIONAL DETAILS ON TRUNCATED DOMES.
2. CONTRACTOR WILL MATCH THE EXISTING LANDSCAPING MATERIAL TREATMENT AT PITKIN AVE, INCLUDING CONCRETE MEDIAN COVER (PER TOWN STD. DETAIL 800-21) AND ROCK MULCH. CONCRETE MEDIAN COVER SHALL BE CONSTRUCTED IN 10' X 20' TRAPEZOID (CONTRACTOR TO CONFIRM WITH TOWN IN THE FIELD)

LEGEND

- ASPHALT OVERLAY (4")
- FULL DEPTH ASPHALT
- CONCRETE SIDEWALK
- CONCRETE MEDIAN COVER
- CONCRETE CURB RAMP
- XERISCAPED LANDSCAPED AREA
- ROCK MULCH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN

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SHEET NO.
20

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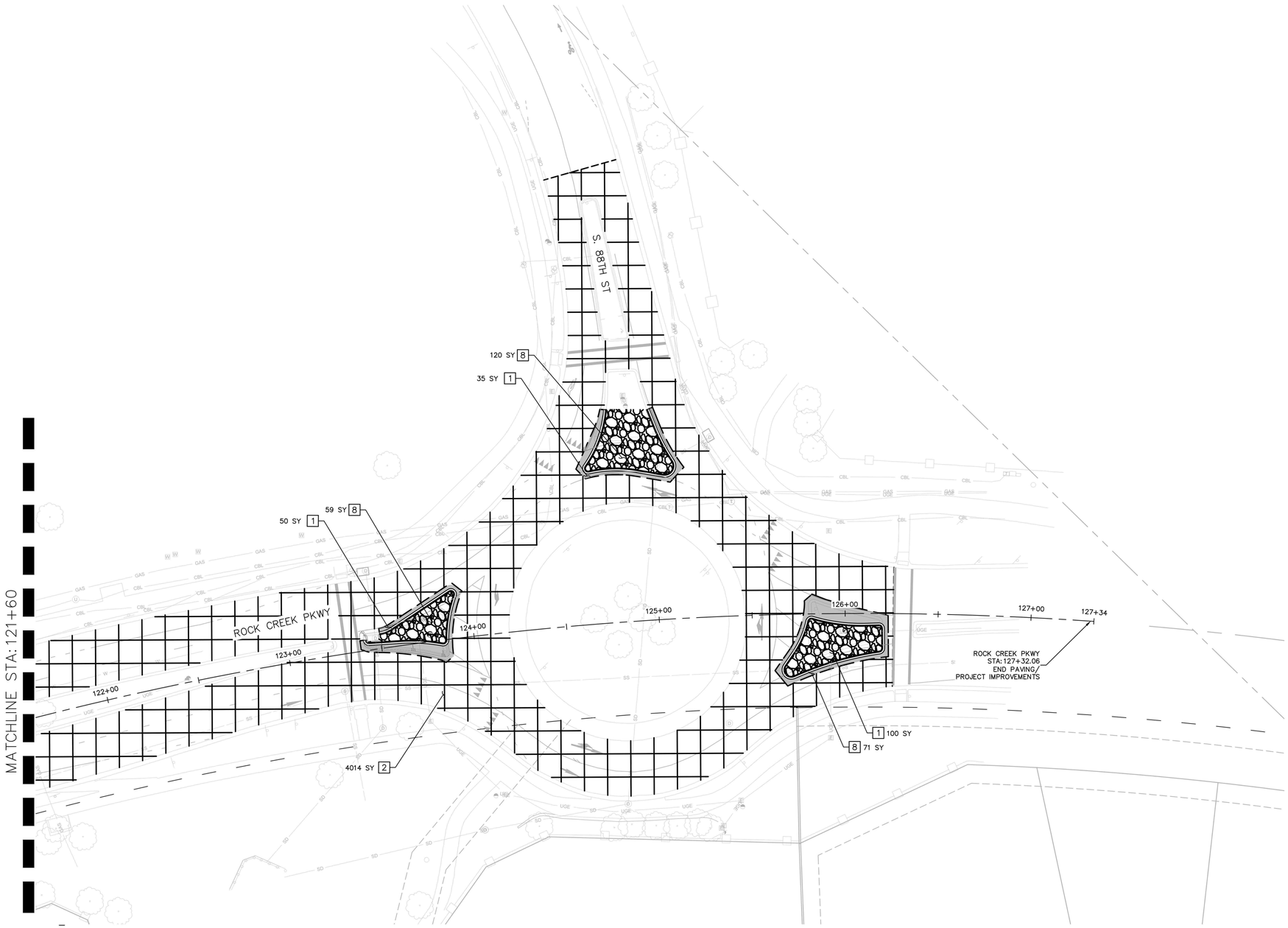

PAVING CONSTRUCTION NOTES

1. FULL DEPTH ASPHALT (SY)
2. ASPHALT OVERLAY (5") (SY)
3. CONCRETE SIDEWALK (SY)
4. CONCRETE CURB RAMP (SY) (SEE NOTE 1)
5. XERISCAPE LANDSCAPING (SY) (SEE SHEET 21 FOR ADD'L DETAILS)
6. CONCRETE MEDIAN COVER
7. ROCK MULCH

NOTES

1. CURB RAMPS WILL INCLUDE TRUNCATED DOMES, MEDIAN COVER, AND ALL CURB HEADS ADJACENT TO THE RAMP AREAS. SEE TOWN STD. DETAIL 800-14 FOR ADDITIONAL DETAILS ON TRUNCATED DOMES.
2. CONTRACTOR WILL MATCH THE EXISTING LANDSCAPING MATERIAL TREATMENT AT PITKIN AVE, INCLUDING CONCRETE MEDIAN COVER (PER TOWN STD. DETAIL 800-21) AND ROCK MULCH. CONCRETE MEDIAN COVER SHALL BE CONSTRUCTED IN 10' X 20' TRAPEZOID (CONTRACTOR TO CONFIRM WITH TOWN IN THE FIELD)

LEGEND

- ASPHALT OVERLAY (4")
- FULL DEPTH ASPHALT
- CONCRETE SIDEWALK
- CONCRETE MEDIAN COVER
- CONCRETE CURB RAMP
- XERISCAPED LANDSCAPED AREA
- ROCK MULCH

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

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SHEET NO.
21

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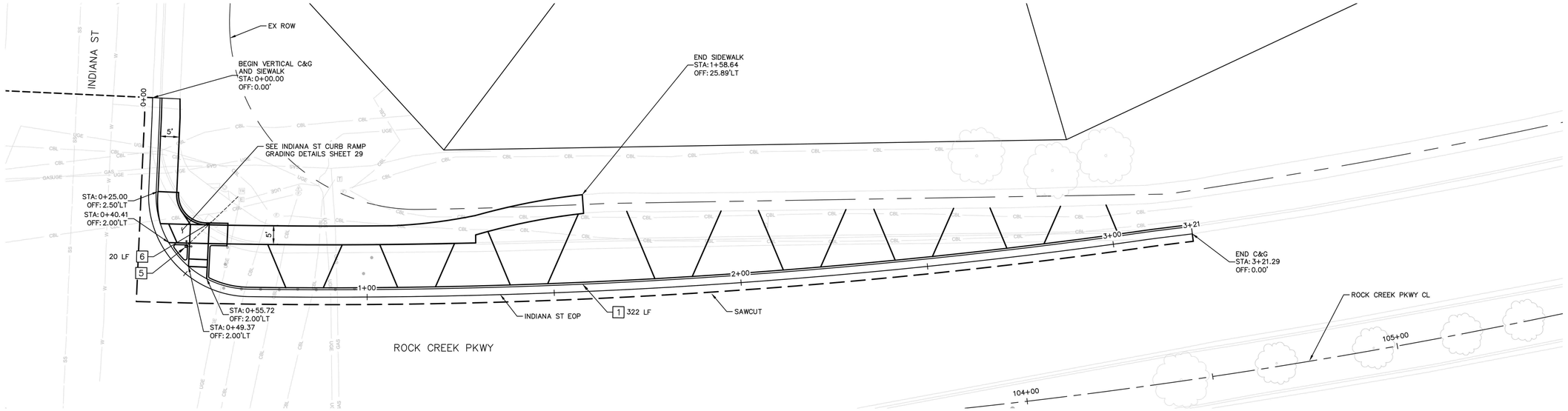

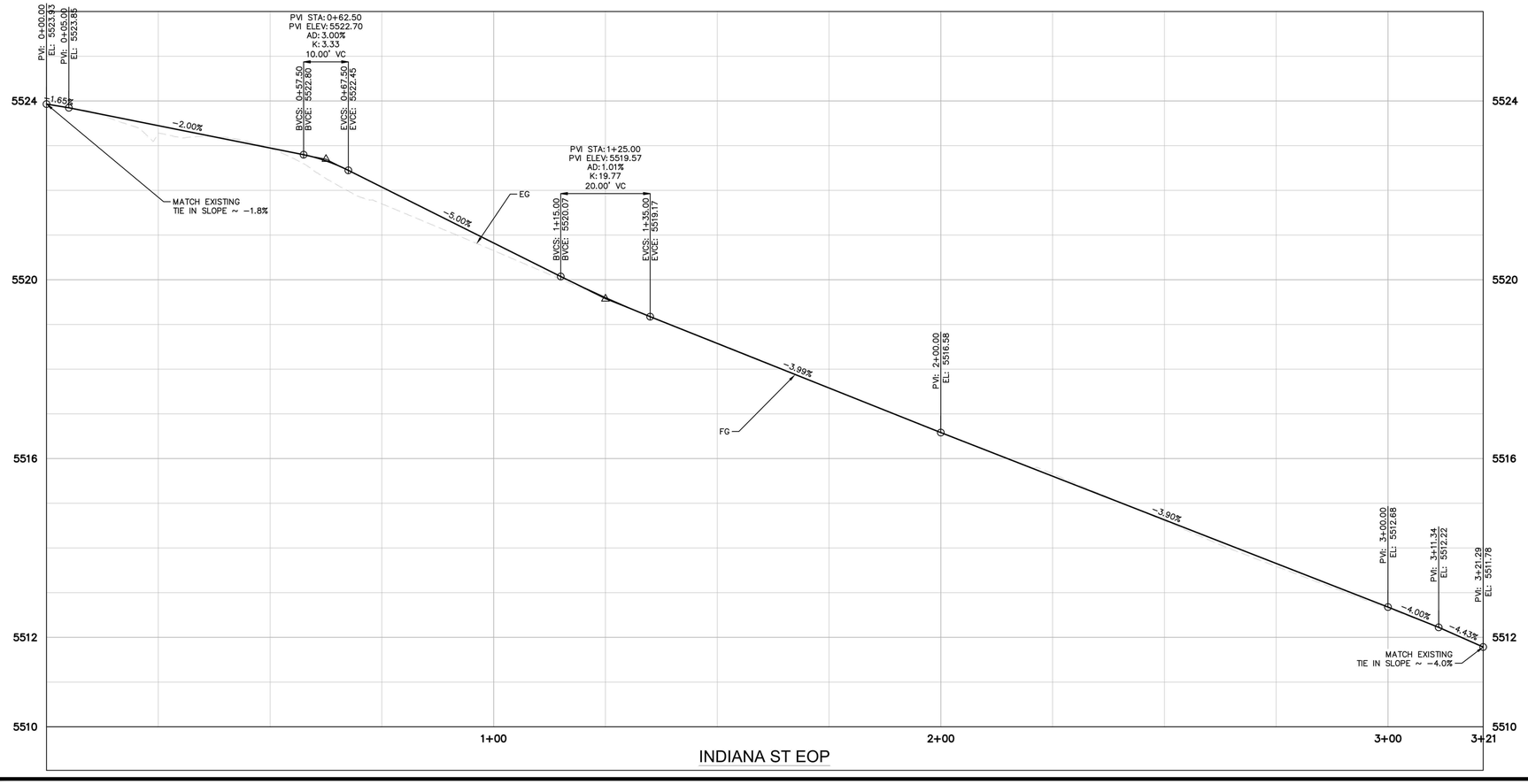

ROADWAY CONSTRUCTION NOTES

1. VERTICAL CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
2. MEDIAN CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
3. 2" CURB PER DETAIL ON SHEET 15
4. CONCRETE TRUCK APRON PER DETAIL ON SHEET 15
5. PUSH BUTTON POST PER CDOT STANDARD DETAIL S-614-45
6. 1-2" CONDUIT (TRENCHED)
7. RESET FIRE HYDRANT ON NEW FLANGE/LATERAL PER TOWN DETAIL 400-17
8. RESET STREET LIGHT ON NEW FOUNDATION PER CDOT S-613-1
9. TYPE 3 PULL BOX (STREET LIGHTING) PER CDOT S-613-3

NOTES

1. ALL STATION/OFFSET CALLOUTS AND DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE STATED.
2. FOR CURB RAMP DETAILS, SEE SHEETS 29-34
3. FOR STORM DRAIN DETAILS, SEE SHEET 35
4. FOR ADDITIONAL ALIGNMENT DETAILS, SEE SHEETS 11-13
5. RESET OF FIRE HYDRANT SHALL INCLUDE REMOVAL AND REPLACEMENT OF EXISTING 6 INCH GATE VALVE, REMOVAL AND REPLACEMENT OF THE DUCTILE IRON LATERAL (UP TO GATE VALVE), AND THE INSTALLATION OF NEW CATHODIC PROTECTION, TRACER WIRE, AND GLEN 4 TEST STATION. SEE TOWN OF SUPERIOR STD. DETAIL 400-17 FOR ADDITIONAL DETAILS.

NORTH

GRAPHIC SCALE IN FEET
0 7.5 15 30
HORIZONTAL

VERTICAL
3
2
0.8
0

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
ROADWAY PLAN AND PROFILE

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Kimley-Horn and Associates, Inc.

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SHEET NO.
22

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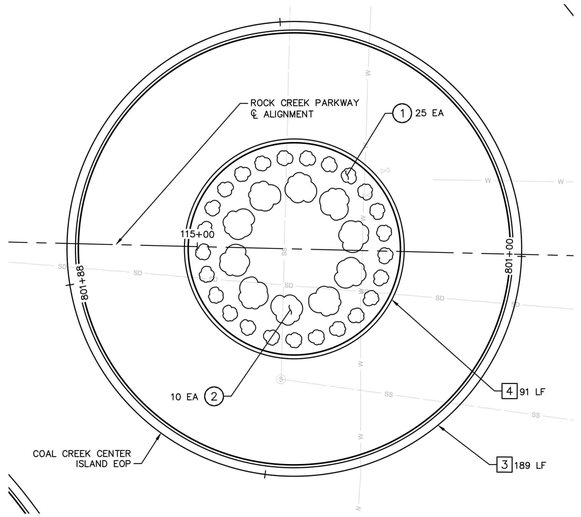


ROADWAY CONSTRUCTION NOTES

1. VERTICAL CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
2. MEDIAN CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
3. 2" CURB PER DETAIL ON SHEET 15
4. CONCRETE TRUCK APRON PER DETAIL ON SHEET 15
5. PUSH BUTTON POST PER CDOT STANDARD DETAIL S-614-45
6. 1-2" CONDUIT (TRENCHED)
7. RESET FIRE HYDRANT ON NEW FLANGE/LATERAL PER TOWN DETAIL 400-17
8. RESET STREET LIGHT ON NEW FOUNDATION PER CDOT S-613-1
9. TYPE 3 PULL BOX (STREET LIGHTING) PER CDOT S-613-3

NOTES

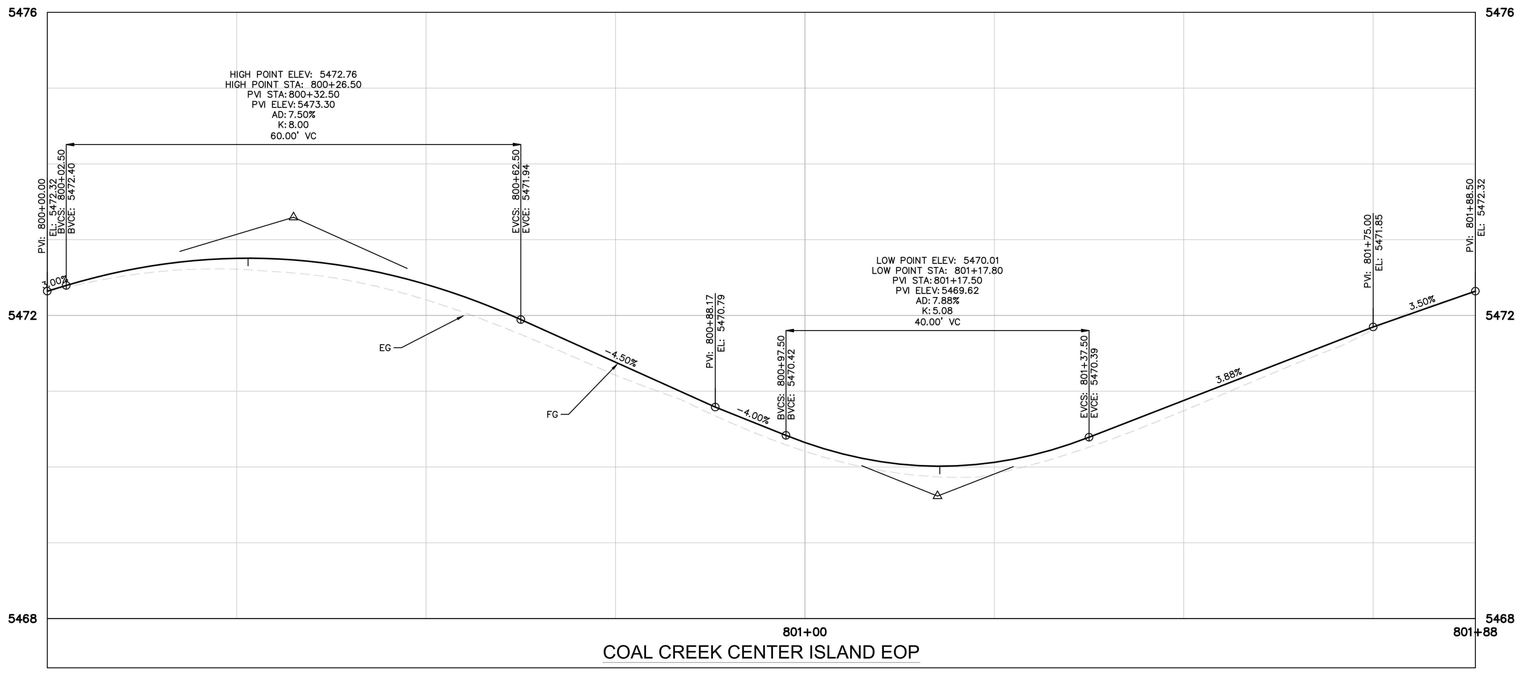
1. ALL STATION/OFFSET CALLOUTS AND DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE STATED.
2. FOR CURB RAMP DETAILS, SEE SHEETS 29-34
3. FOR STORM DRAIN DETAILS, SEE SHEET 35
4. FOR ADDITIONAL ALIGNMENT DETAILS, SEE SHEETS 11-13
5. RESET OF FIRE HYDRANT SHALL INCLUDE REMOVAL AND REPLACEMENT OF EXISTING 6 INCH GATE VALVE, REMOVAL AND REPLACEMENT OF THE DUCTILE IRON LATERAL (UP TO GATE VALVE), AND THE INSTALLATION OF NEW CATHODIC PROTECTION, TRACER WIRE, AND GLEN 4 TEST STATION. SEE TOWN OF SUPERIOR STD. DETAIL 400-17 FOR ADDITIONAL DETAILS.

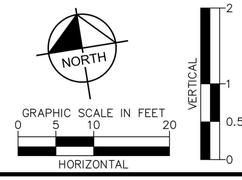
PLANTING CONSTRUCTION NOTES

(1) BLUE FESCUE (ORNAMENTAL GRASS) (PER SECTION 1000 OF TOWN STANDARDS AND SPECIFICATIONS)

(2) DOGWOOD (DECIDUOUS SHRUB) (PER SECTION 1000 OF TOWN STANDARDS AND SPECIFICATIONS)

NOTES:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING PLANTS THROUGH THE DURATION OF CONSTRUCTION, UP TO FINAL PROJECT ACCEPTANCE. ANY PLANTS REPLACED BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
2. BLUE FESCUE PLANTS SHALL BE PLANTS 2' FROM BACK OF CURB, WITH 3' SPACING.
3. DOGWOOD SHALL BE PLANTED 5' FROM BLUE FESCUE, WITH 5' SPACING.





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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
ROADWAY PLAN AND PROFILE

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SHEET NO.
23

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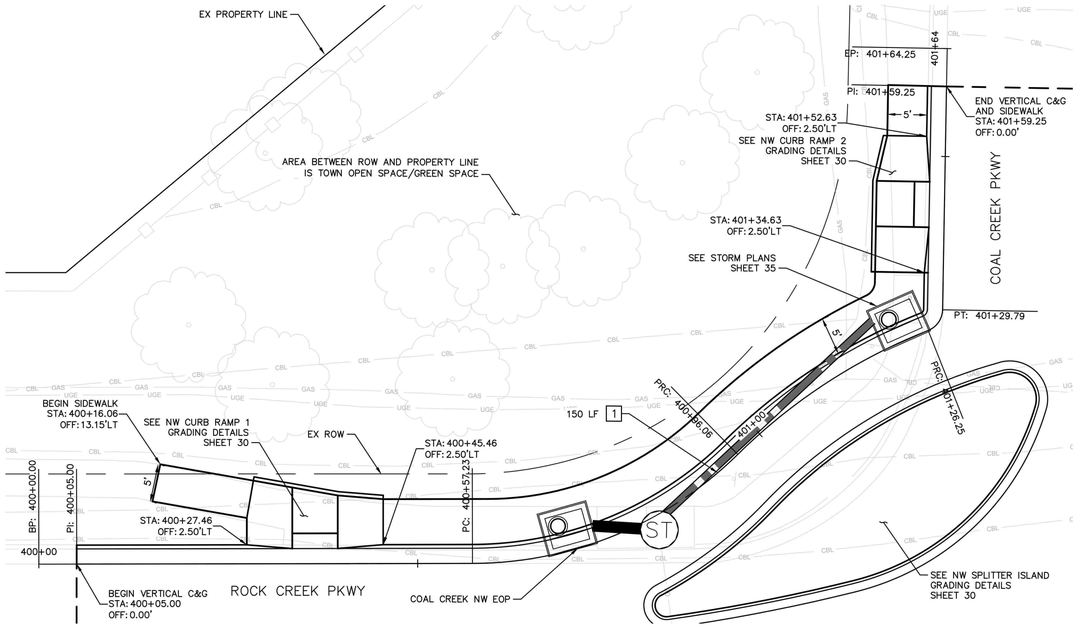

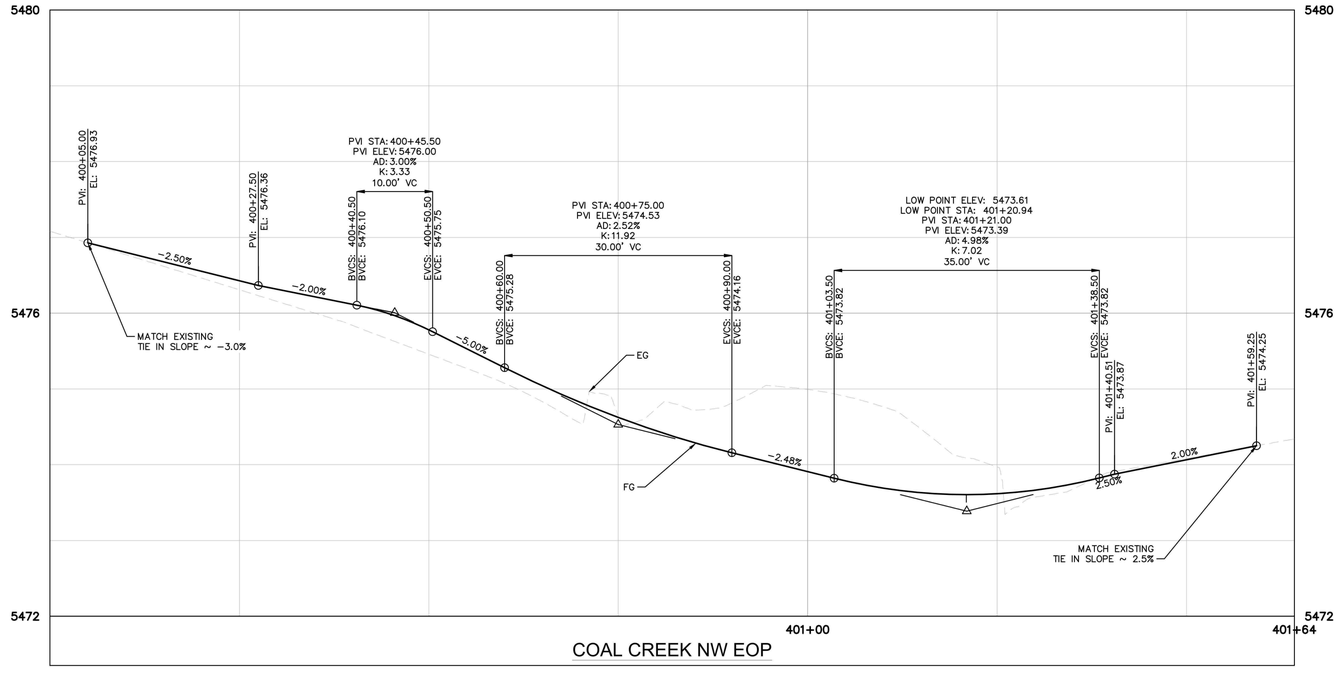

ROADWAY CONSTRUCTION NOTES

1. VERTICAL CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
2. MEDIAN CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
3. 2" CURB PER DETAIL ON SHEET 15
4. CONCRETE TRUCK APRON PER DETAIL ON SHEET 15
5. PUSH BUTTON POST PER CDOT STANDARD DETAIL S-614-45
6. 1-2" CONDUIT (TRENCHED)
7. RESET FIRE HYDRANT ON NEW FLANGE/LATERAL PER TOWN DETAIL 400-17
8. RESET STREET LIGHT ON NEW FOUNDATION PER CDOT S-613-1
9. TYPE 3 PULL BOX (STREET LIGHTING) PER CDOT S-613-3

NOTES

1. ALL STATION/OFFSET CALLOUTS AND DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE STATED.
2. FOR CURB RAMP DETAILS, SEE SHEETS 29-34
3. FOR STORM DRAIN DETAILS, SEE SHEET 35
4. FOR ADDITIONAL ALIGNMENT DETAILS, SEE SHEETS 11-13
5. RESET OF FIRE HYDRANT SHALL INCLUDE REMOVAL AND REPLACEMENT OF EXISTING 6 INCH GATE VALVE, REMOVAL AND REPLACEMENT OF THE DUCTILE IRON LATERAL (UP TO GATE VALVE), AND THE INSTALLATION OF NEW CATHODIC PROTECTION, TRACER WIRE, AND GLEN 4 TEST STATION. SEE TOWN OF SUPERIOR STD. DETAIL 400-17 FOR ADDITIONAL DETAILS.

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SHEET NO.
24

NORTH

VERTICAL 2 1 0.5 0

GRAPHIC SCALE IN FEET
0 5 10 20
HORIZONTAL

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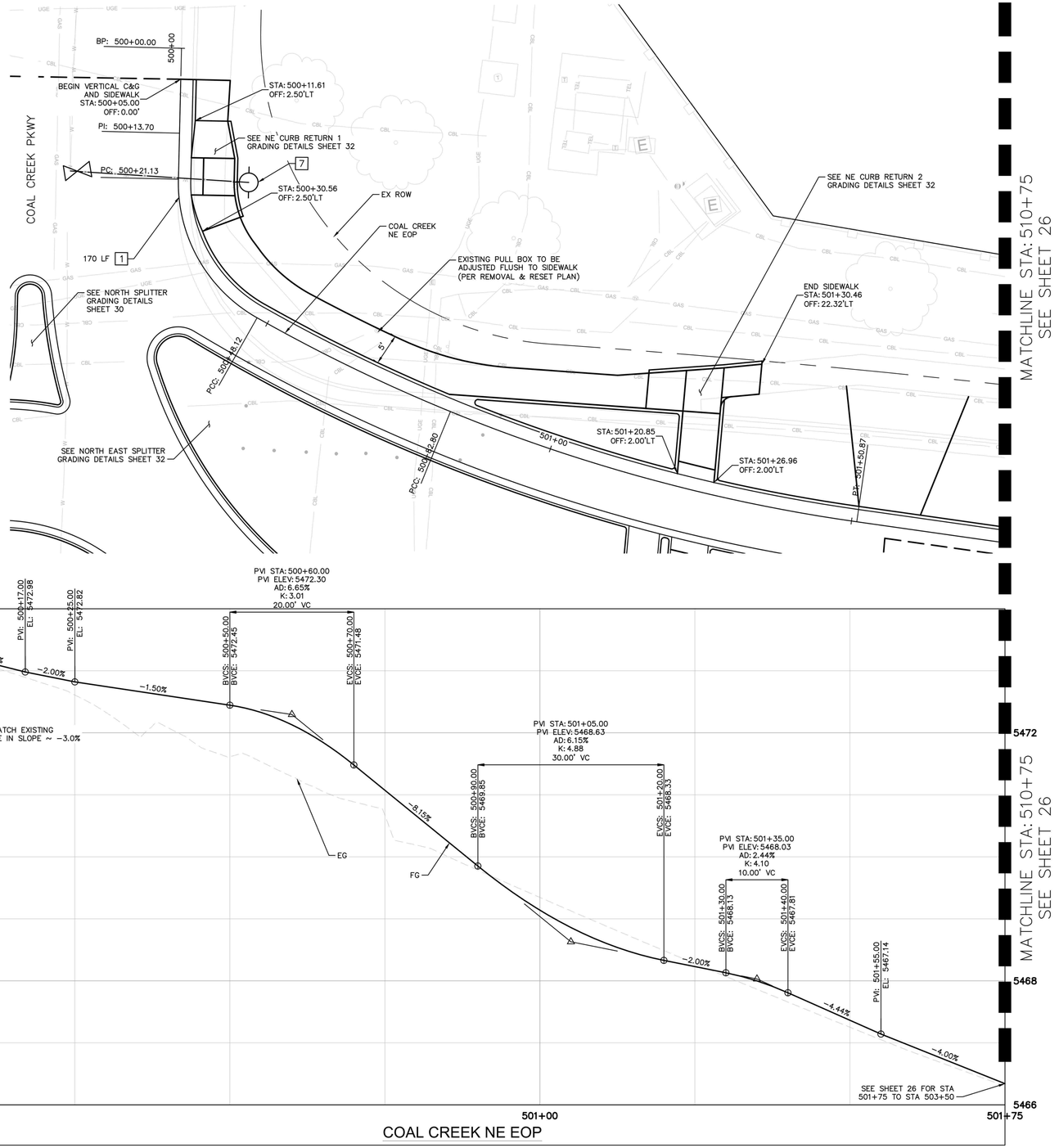

ROADWAY CONSTRUCTION NOTES

1. VERTICAL CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
2. MEDIAN CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
3. 2" CURB PER DETAIL ON SHEET 15
4. CONCRETE TRUCK APRON PER DETAIL ON SHEET 15
5. PUSH BUTTON POST PER CDOT STANDARD DETAIL S-614-45
6. 1-2" CONDUIT (TRENCHED)
7. RESET FIRE HYDRANT ON NEW FLANGE/LATERAL PER TOWN DETAIL 400-17
8. RESET STREET LIGHT ON NEW FOUNDATION PER CDOT S-613-1
9. TYPE 3 PULL BOX (STREET LIGHTING) PER CDOT S-613-3

NOTES

1. ALL STATION/OFFSET CALLOUTS AND DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE STATED.
2. FOR CURB RAMP DETAILS, SEE SHEETS 29-34
3. FOR STORM DRAIN DETAILS, SEE SHEET 35
4. FOR ADDITIONAL ALIGNMENT DETAILS, SEE SHEETS 11-13
5. RESET OF FIRE HYDRANT SHALL INCLUDE REMOVAL AND REPLACEMENT OF EXISTING 6 INCH GATE VALVE, REMOVAL AND REPLACEMENT OF THE DUCTILE IRON LATERAL (UP TO GATE VALVE), AND THE INSTALLATION OF NEW CATHODIC PROTECTION, TRACER WIRE, AND GLEN 4 TEST STATION. SEE TOWN OF SUPERIOR STD. DETAIL 400-17 FOR ADDITIONAL DETAILS.

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
ROADWAY PLAN AND PROFILE

PRELIMINARY
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Kimley-Horn and Associates, Inc.

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SHEET NO.
25

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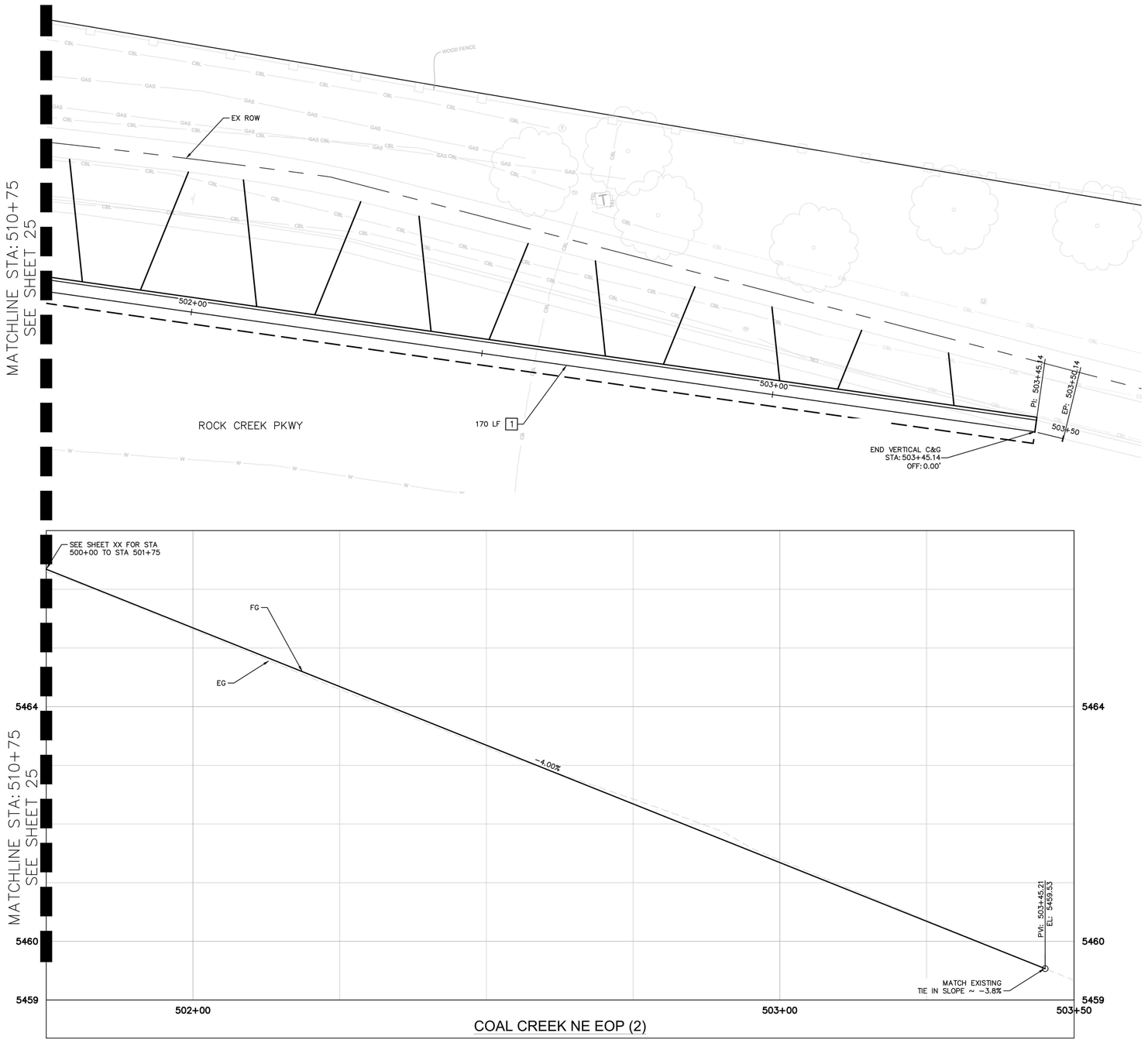

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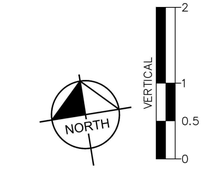

GRAPHIC SCALE IN FEET
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HORIZONTAL

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BROOMFIELD, COLORADO 80021 (720) 464-2514

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DRAWN BY: IKW
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SHEET NO.
26

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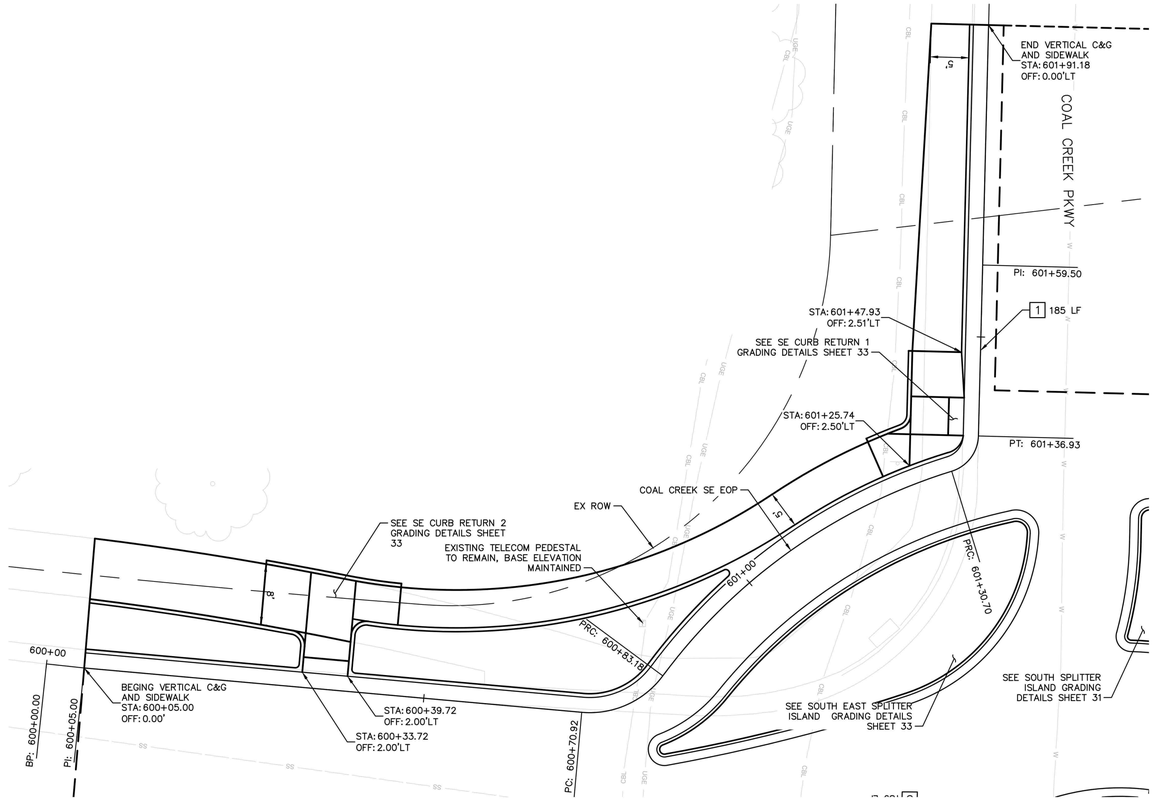

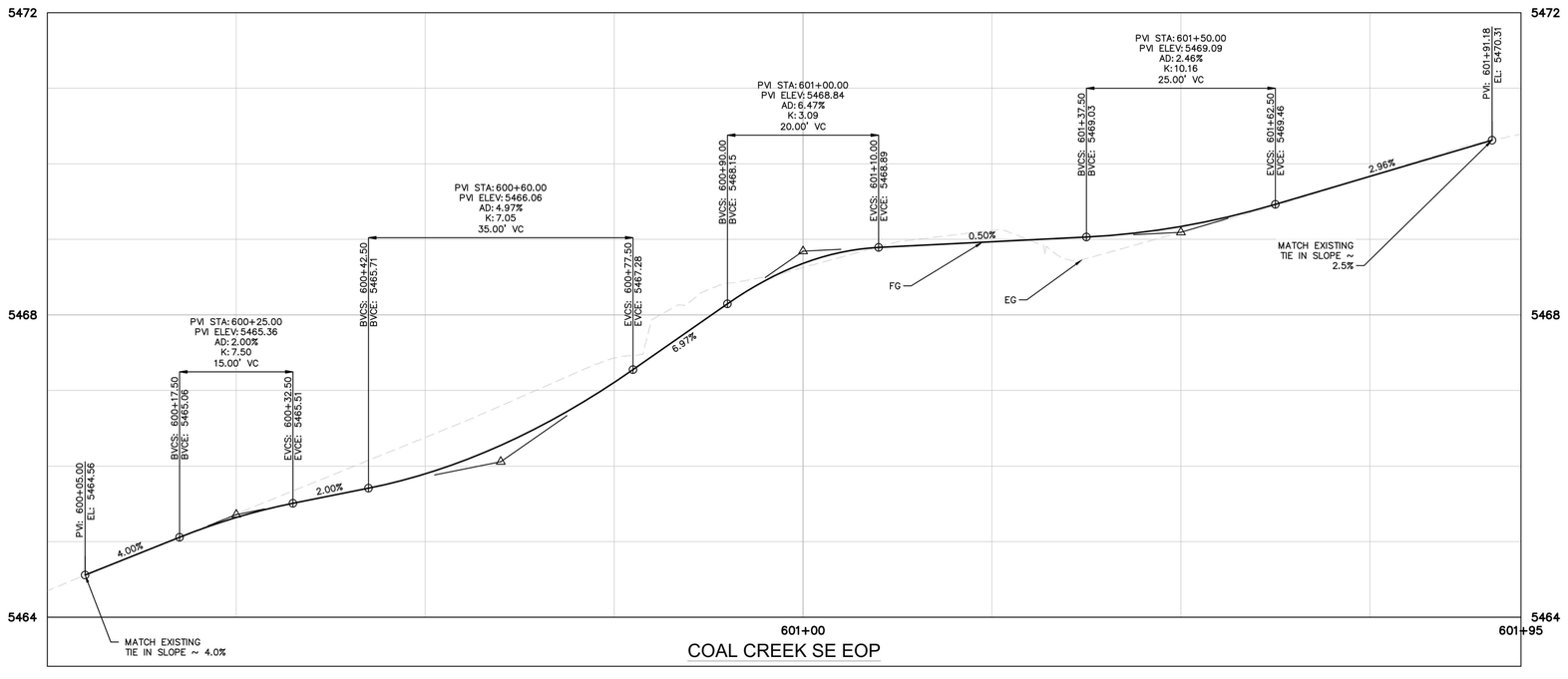

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NORTH

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GRAPHIC SCALE IN FEET
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HORIZONTAL

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BROOMFIELD, COLORADO 80021 (720) 464-2514

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SHEET NO.
27

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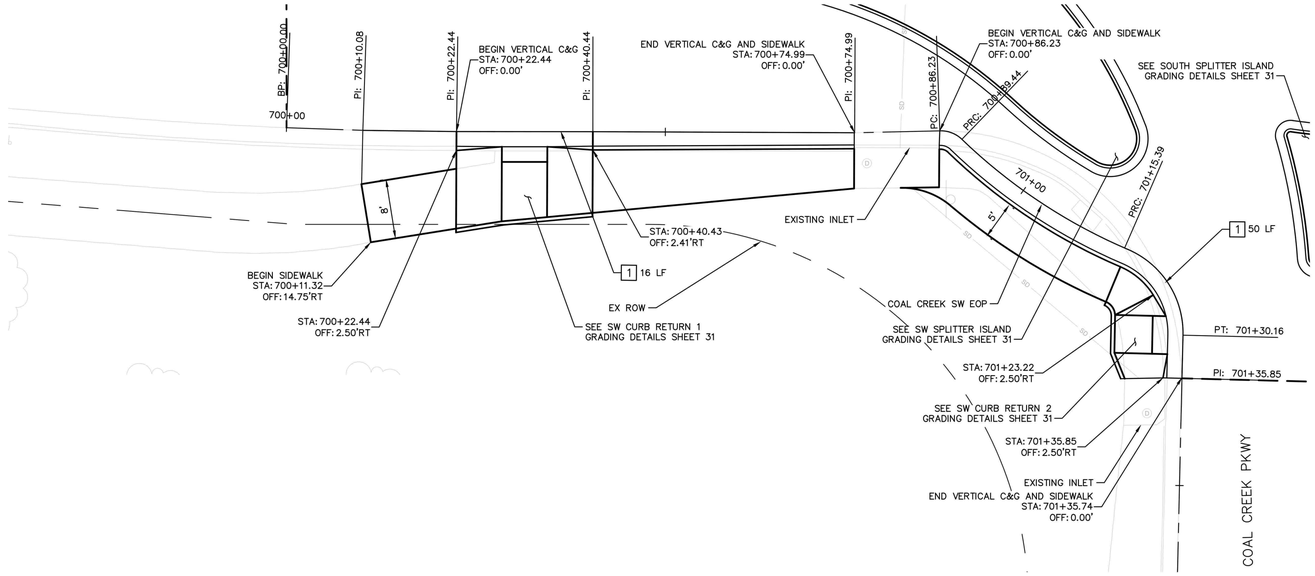

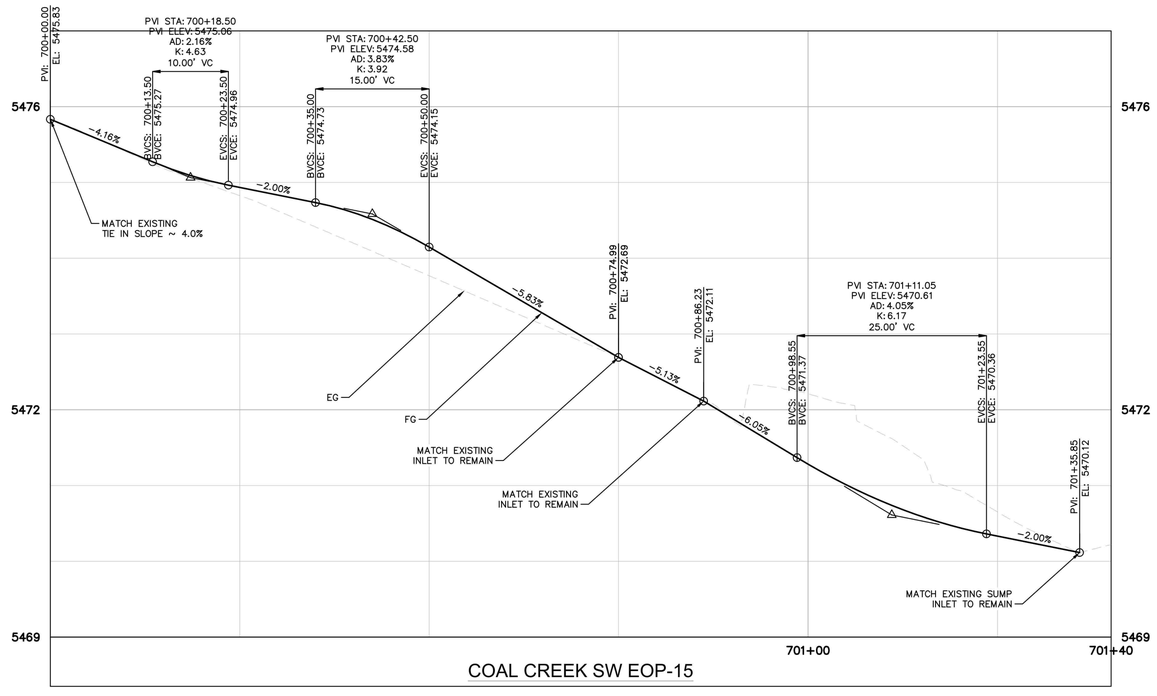

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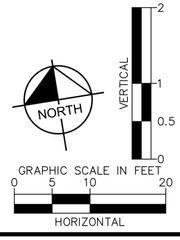

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ROADWAY PLAN AND PROFILE

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SHEET NO.
28

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ROADWAY CONSTRUCTION NOTES

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NOTES

1. ALL STATION/OFFSET CALLOUTS ARE FROM THE ROCK CREEK PKWY CL ALIGNMENT.
2. SEE ROADWAY PLAN & PROFILE SHEETS 22-27 FOR ADDITIONAL GRADING DETAILS.
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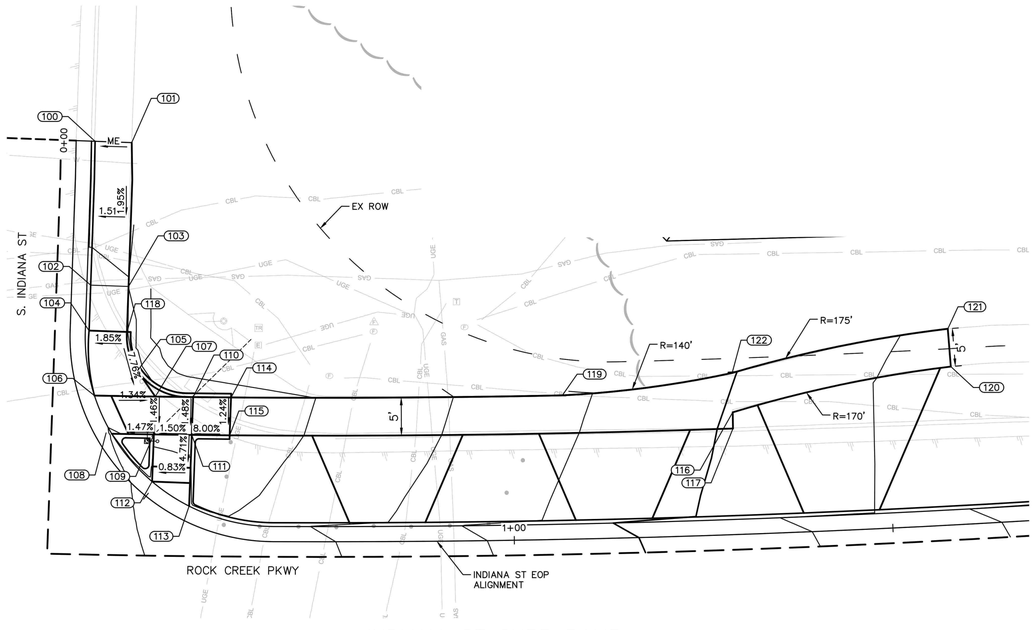

INDIANA ST CURB RAMP

INDIANA STREET CURB RAMP				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
100	101+70.05	-91.888	5524.26	ME,SWK
101	101+74.88	-91.575	5524.33	ME,SWK
102	101+68.94	-72.925	5523.91	SWK
103	101+73.93	-72.612	5523.99	SWK
104	101+68.57	-66.937	5523.80	RMP
105	101+74.81	-61.460	5523.47	RMP
106	101+69.04	-58.343	5523.09	FL, RMP
107	101+77.06	-57.985	5523.14	RMP
108	101+70.46	-53.414	5523.03	FL, RMP
109	101+76.74	-52.994	5523.06	RMP
110	101+81.84	-57.784	5523.21	RMP
111	101+81.73	-52.792	5523.14	RMP
112	101+76.33	-46.785	5522.82	FL, RMP
113	101+81.13	-43.413	5522.70	FL, ME
114	101+85.01	-57.750	5523.61	RMP
115	101+84.86	-52.750	5523.54	RMP
116	102+53.61	-54.889	5519.93	SWK, ME
117	102+53.57	-52.750	5519.89	SWK, ME
118	101+73.56	-66.623	5523.87	RMP
119	102+30.37	-57.750	5521.21	SWK
120	102+83.71	-59.642	5518.53	ME, SWK
121	102+83.58	-64.644	5518.71	ME, SWK
122	102+53.71	-60.080	5520.03	SWK



GRAPHIC SCALE IN FEET
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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GRADING DETAILS

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Kimley-Horn and Associates, Inc.

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SHEET NO.
29

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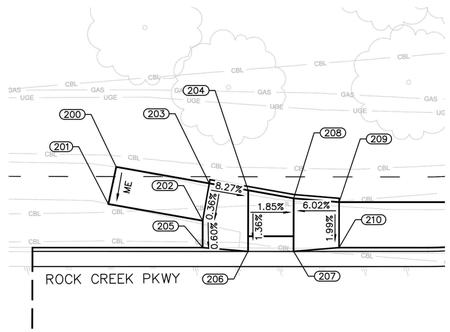
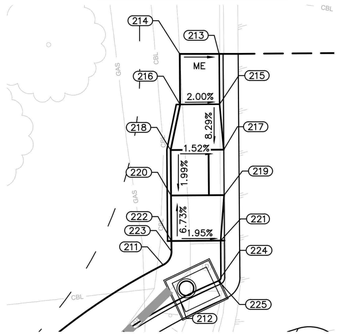
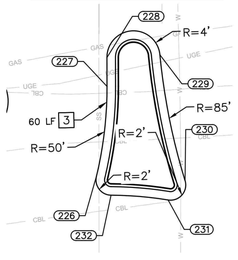


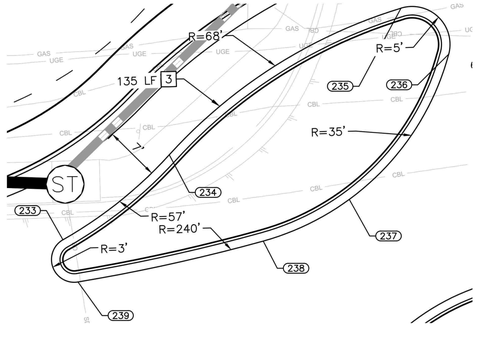
NW CURB RAMP 1



NW CURB RAMP 2



NORTH SPLITTER



NW SPLITTER

NW CURB RAMPS				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
200	113+83.89	−51.274	5477.18	ME, SWK
201	113+82.85	−46.371	5477.07	ME, SWK
202	113+95.30	−44.189	5476.59	RMP
203	113+96.17	−49.117	5476.62	RMP
204	114+01.30	−48.215	5476.19	RMP
205	113+95.30	−40.643	5476.58	RMP
206	114+01.30	−40.152	5476.08	FL
207	114+07.30	−40.161	5475.96	FL
208	114+07.30	−47.161	5476.06	RMP
209	114+13.30	−46.669	5476.42	RMP, ME
210	114+13.30	−40.669	5476.30	RMP, ME
211	114+75.29	−73.614	5474.04	SWK, ME
212	114+77.44	−69.100	5473.94	SWK, ME
213	114+82.71	−101.431	5474.58	SWK, ME
214	114+77.50	−101.447	5474.69	SWK, ME
215	114+82.75	−94.807	5474.33	FL
216	114+77.55	−94.773	5474.44	RMP
217	114+83.29	−88.810	5473.83	FL
218	114+76.29	−88.765	5473.94	RMP
219	114+83.33	−82.810	5473.71	RMP
220	114+76.33	−82.765	5473.82	RMP
221	114+82.87	−76.807	5474.09	SWK
222	114+76.37	−76.765	5474.22	SWK
223	114+76.38	−75.409	5474.17	SWK
224	114+82.90	−71.967	5473.98	SWK
225	114+82.57	−71.495	5473.96	SWK

NORTH SPLITTER				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
226	115+11.18	−50.471	5472.78	EOP
227	115+12.59	−62.364	5473.06	EOP
228	115+12.59	−66.168	5473.16	EOP
229	115+19.57	−66.511	5473.02	EOP
230	115+22.86	−49.916	5472.53	EOP
231	115+20.63	−47.360	5472.51	EOP
232	115+13.11	−47.999	5472.67	EOP

NW SPLITTER				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
233	114+49.29	−35.289	5474.10	EOP
234	114+63.59	−46.136	5473.68	EOP
235	114+93.10	−65.209	5473.39	EOP
236	114+99.37	−59.118	5473.18	EOP
237	114+86.22	−39.985	5473.06	EOP
238	114+74.86	−34.501	5473.00	EOP
239	114+51.12	−29.672	5473.88	EOP

ROADWAY CONSTRUCTION NOTES

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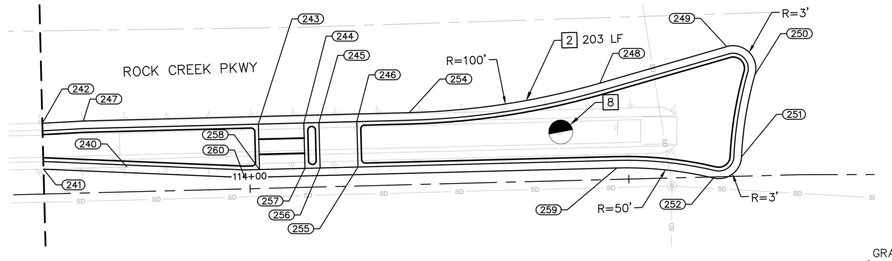
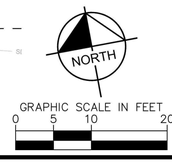
WEST SPLITTER				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
240	113+83.84	−3.258	5476.08	EOP
241	113+72.81	−3.282	5476.56	EOP, ME
242	113+72.81	−9.336	5476.80	EOP, ME
243	114+01.30	−8.500	5475.42	FL, RMP
244	114+07.30	−8.500	5475.30	FL, RMP
245	114+09.30	−8.500	5475.26	FL, RMP
246	114+14.30	−8.500	5475.16	FL, RMP
247	113+78.21	−9.500	5476.57	EOP
248	114+46.49	−12.737	5473.72	EOP
249	114+63.37	−17.140	5473.00	EOP
250	114+66.99	−13.342	5472.66	EOP
251	114+64.93	−2.536	5472.43	EOP
252	114+61.18	0.146	5472.53	EOP
254	114+21.25	−9.500	5474.78	EOP
255	114+14.30	−2.500	5475.04	FL, RMP
256	114+09.30	−2.500	5475.14	FL, RMP
257	114+07.30	−2.500	5475.18	FL, RMP
258	114+01.30	−2.500	5475.30	FL, RMP
259	114+48.45	−1.500	5473.20	EOP
260	113+99.33	−1.500	5475.26	EOP



WEST SPLITTER



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SHEET NO.
30

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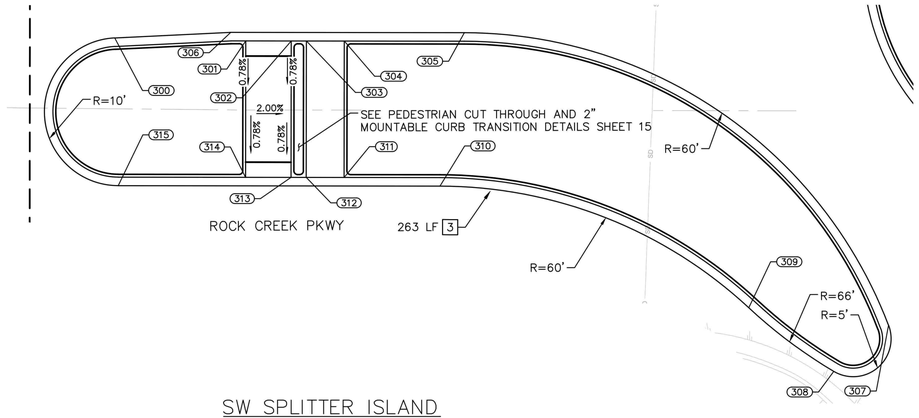
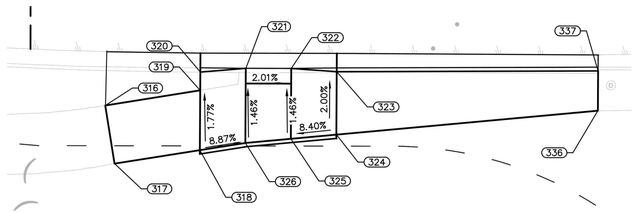


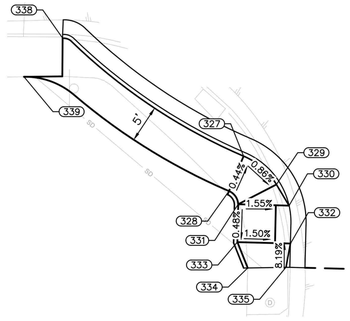
SW SPLITTER ISLAND

SW SPLITTER ISLAND				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
300	113+84.01	11.262	5475.83	EOP
301	114+01.30	11.625	5475.23	RMP
302	114+07.30	11.625	5475.11	RMP
303	114+09.30	11.625	5475.07	RMP
304	114+14.30	11.625	5474.97	RMP
305	114+30.16	10.500	5474.06	EOP
306	113+99.33	10.500	5475.17	EOP
307	114+87.38	48.693	5470.90	EOP
308	114+80.31	54.958	5470.97	EOP
309	114+67.74	46.743	5471.67	EOP
310	114+26.96	30.750	5474.07	EOP
311	114+14.30	29.625	5474.83	RMP
312	114+09.30	29.625	5474.93	RMP
313	114+07.30	29.625	5474.97	RMP
314	114+01.30	29.625	5475.09	RMP
315	113+84.49	30.750	5475.58	EOP

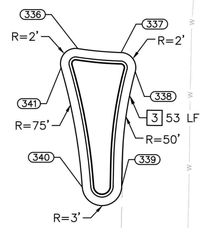


SW CURB RETURN 1

SW CURB RETURNS				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
316	113+82.70	56.803	5475.96	SWK, ME
317	113+83.94	64.468	5476.16	SWK, ME
318	113+95.19	62.678	5475.39	RMP
319	113+95.23	54.777	5475.23	RMP
320	113+95.25	52.368	5475.18	RMP
321	114+01.24	51.872	5474.70	FL
322	114+07.24	51.877	5474.58	FL
323	114+13.24	52.291	5475.00	RMP, ME
324	114+13.20	60.600	5475.23	RMP, ME
325	114+07.20	61.158	5474.72	RMP
326	114+01.20	61.716	5474.85	RMP
327	114+84.52	67.471	5470.44	RMP
328	114+82.71	72.134	5470.49	RMP
329	114+88.94	71.097	5470.41	RMP
330	114+90.68	73.840	5470.20	FL
331	114+83.97	73.831	5470.30	RMP
332	114+90.99	78.840	5470.17	FL
333	114+83.99	78.831	5470.28	RMP
334	114+85.44	82.206	5470.70	RMP, ME
335	114+90.49	81.984	5470.44	RMP, ME
336	114+47.72	57.391	5473.07	INL, ME
337	114+47.74	52.145	5473.01	INL, ME
338	114+58.97	52.192	5472.47	INL, ME
339	114+53.87	57.306	5472.77	INL, ME



SW CURB RETURN 2



SOUTH SPLITTER

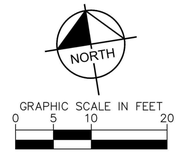
SOUTH SPLITTER ISLAND				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
336	115+06.81	47.623	5470.54	EOP
337	115+12.52	47.999	5470.40	EOP
338	115+14.45	50.471	5470.42	EOP
339	115+13.05	65.642	5470.30	EOP
340	115+07.86	65.896	5470.32	EOP
341	115+04.66	50.214	5470.56	EOP

ROADWAY CONSTRUCTION NOTES

1. VERTICAL CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
2. MEDIAN CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
3. 2" CURB PER DETAIL ON SHEET 15
4. CONCRETE TRUCK APRON PER DETAIL ON SHEET 15
5. PUSH BUTTON POST PER CDOT STANDARD DETAIL S-614-45
6. 1-2" CONDUIT (TRENCHED)
7. RESET FIRE HYDRANT ON NEW FLANGE/LATERAL PER TOWN DETAIL 400-17 (NOT A PAY ITEM)
8. RESET STREET LIGHT ON NEW FOUNDATION PER CDOT S-613-1 (NOT A PAY ITEM)

NOTES

1. ALL STATION/OFFSET CALLOUTS ARE FROM THE ROCK CREEK PKWY CL ALIGNMENT.
2. SEE ROADWAY PLAN & PROFILE SHEETS 22-27 FOR ADDITIONAL GRADING DETAILS.
3. MAXIMUM DAYLIGHT BEHIND SIDEWALKS IS 3:1
4. CURBS ADJACENT TO RAMPS WILL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT WILL BE INCLUDED IN THE WORK OF THE RAMP.
5. RAMPS SHOULD BE CONSTRUCTED PER TOWN STANDARD DETAILS 800-11 & 800-13 SEE PAVING PLANS (SHEETS 19-21) FOR ADDITIONAL DETAILS.
6. MATCH EXISTING (ME) ELEVATIONS ARE FOR REFERENCE ONLY, CONTRACTOR TO VERIFY IN FIELD PRIOR TO CONSTRUCTION.



NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GRADING DETAILS

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
GRADING DETAILS.dwg

SHEET NO.
31

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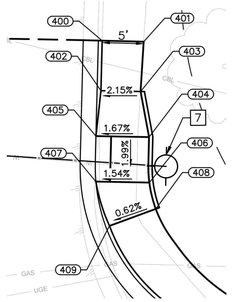
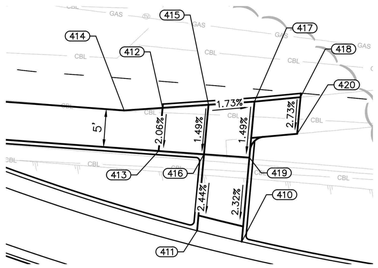


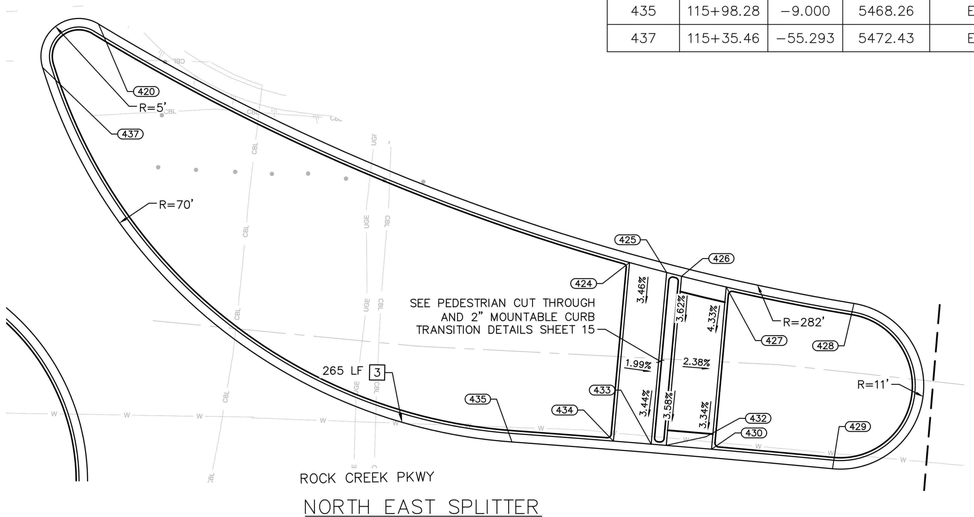
NE CURB RETURN 1

NE CURB RETURNS				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
400	115+42.05	−101.801	5473.69	ME, SWK
401	115+47.53	−101.801	5473.78	ME, SWK
402	115+42.05	−95.192	5473.30	RMP
403	115+47.29	−95.226	5473.41	RMP
404	115+48.56	−89.234	5472.91	RMP
405	115+41.56	−89.188	5472.80	FL
406	115+48.75	−83.235	5472.78	RMP
407	115+41.70	−83.189	5472.68	FL
408	115+49.69	−79.786	5473.08	RMP
409	115+43.65	−77.388	5473.05	RMP
410	116+24.61	−41.834	5468.02	FL
411	116+18.75	−42.778	5468.15	FL
412	116+13.06	−58.570	5468.91	RMP
413	116+13.00	−52.856	5468.79	RMP
414	116+08.18	−57.829	5469.23	RMP
415	116+18.87	−59.474	5468.50	RMP
416	116+18.83	−52.906	5468.40	RMP
417	116+24.69	−60.398	5468.39	RMP
418	116+30.49	−61.514	5468.88	RMP, ME
419	116+24.65	−52.976	5468.28	RMP

NE SPLITTER ISLAND				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
420	115+42.68	−61.216	5472.48	EOP
424	116+11.81	−33.779	5468.40	FL, RMP
425	116+16.71	−32.862	5468.30	FL, RMP
426	116+18.67	−32.525	5468.26	FL, RMP
427	116+24.56	−31.613	5468.05	FL, RMP
428	116+41.26	−30.974	5467.36	EOP
429	116+40.51	−9.000	5466.65	EOP
430	116+24.47	−10.125	5467.33	FL, RMP
432	116+18.50	−10.125	5467.45	FL, ME
433	116+16.52	−10.125	5467.49	FL, RMP
434	116+11.54	−10.125	5467.59	FL, RMP
435	115+98.28	−9.000	5468.26	EOP
437	115+35.46	−55.293	5472.43	EOP



NE CURB RETURN 2



NORTH EAST SPLITTER

ROADWAY CONSTRUCTION NOTES

1. VERTICAL CURB & GUTTER PER TOWN STANDARD DETAIL 800–1
2. MEDIAN CURB & GUTTER PER TOWN STANDARD DETAIL 800–1
3. 2" CURB PER DETAIL ON SHEET 15
4. CONCRETE TRUCK APRON PER DETAIL ON SHEET 15
5. PUSH BUTTON POST PER CDOT STANDARD DETAIL S–614–45
6. 1–2" CONDUIT (TRENCHED)
7. RESET FIRE HYDRANT ON NEW FLANGE/LATERAL PER TOWN DETAIL 400–17 (NOT A PAY ITEM)
8. RESET STREET LIGHT ON NEW FOUNDATION PER CDOT S–613–1 (NOT A PAY ITEM)

NOTES

1. ALL STATION/OFFSET CALLOUTS ARE FROM THE ROCK CREEK PKWY CL ALIGNMENT.
2. SEE ROADWAY PLAN & PROFILE SHEETS 22–27 FOR ADDITIONAL GRADING DETAILS.
3. MAXIMUM DAYLIGHT BEHIND SIDEWALKS IS 3:1
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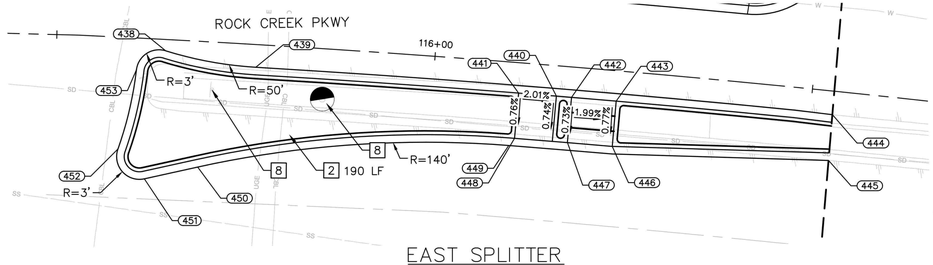
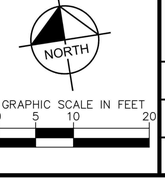
6. MATCH EXISTING (ME) ELEVATIONS ARE FOR REFERENCE ONLY, CONTRACTOR TO VERIFY IN FIELD PRIOR TO CONSTRUCTION.

EAST SPLITTER				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
438	115+64.46	1.502	5470.14	EOP
439	115+76.46	3.000	5469.36	EOP
440	116+16.39	4.000	5467.12	EOP
441	116+11.38	4.000	5467.22	FL, RMP
442	116+18.39	4.000	5467.08	FL, RMP
443	116+24.32	4.000	5466.96	FL, RMP
444	116+52.96	3.108	5465.77	EOP, ME
445	116+53.07	9.168	5465.66	EOP, ME
446	116+24.32	10.002	5466.92	FL, RMP
447	116+18.35	10.000	5467.04	FL, RMP
448	116+11.31	10.000	5467.18	FL, RMP
449	116+10.63	11.000	5467.11	EOP
450	115+69.52	16.590	5468.72	EOP
451	115+62.50	18.515	5469.42	EOP
452	115+58.80	14.762	5470.05	EOP
453	115+60.72	4.213	5470.29	EOP



EAST SPLITTER



GRAPHIC SCALE IN FEET
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NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GRADING DETAILS

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DRAWING NAME
GRADING DETAILS.dwg

SHEET NO.
32

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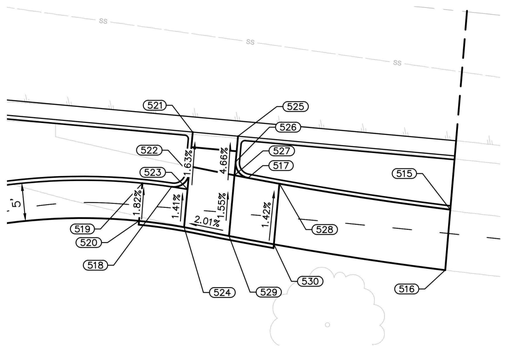
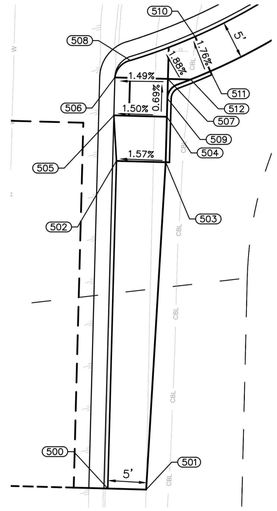


SE CURB RETURN 2

SE CURB RETURNS				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
500	115+35.78	130.204	5470.68	ME
501	115+40.84	130.212	5470.82	ME
502	115+35.81	86.958	5469.40	RMP
503	115+42.31	86.967	5469.50	RMP
504	115+42.31	80.967	5469.00	RMP
505	115+35.31	80.957	5468.90	FL
506	115+35.32	75.957	5468.86	FL
507	115+42.32	75.967	5468.97	RMP
508	115+37.32	73.659	5468.93	RMP
509	115+42.32	78.547	5468.98	RMP
510	115+45.77	70.290	5469.29	RMP
511	115+47.89	74.818	5469.39	RMP
512	115+45.32	75.971	5469.21	RMP
515	116+53.76	46.858	5465.31	ME
516	116+53.91	54.863	5465.35	ME
517	116+26.07	45.211	5465.82	SWK, PT
518	116+15.88	47.221	5465.77	SWK
519	116+11.89	47.053	5466.07	RMP
520	116+11.83	52.053	5466.17	RMP
521	116+18.11	39.799	5465.48	FL
522	116+18.06	45.242	5465.57	RMP, PT
523	116+18.05	47.388	5465.60	RMP
524	116+18.01	52.407	5465.67	RMP
525	116+24.24	39.837	5465.36	FL
526	116+24.23	43.213	5465.57	RMP, PT
527	116+24.22	45.025	5465.67	RMP
528	116+30.37	45.607	5466.16	RMP
529	116+24.18	53.065	5465.79	RMP
530	116+30.36	53.637	5466.28	RMP



SE CURB RETURN 1

ROADWAY CONSTRUCTION NOTES

1. VERTICAL CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
2. MEDIAN CURB & GUTTER PER TOWN STANDARD DETAIL 800-1
3. 2" CURB PER DETAIL ON SHEET 15
4. CONCRETE TRUCK APRON PER DETAIL ON SHEET 15
5. PUSH BUTTON POST PER CDOT STANDARD DETAIL S-614-45
6. 1-2" CONDUIT (TRENCHED)
7. RESET FIRE HYDRANT ON NEW FLANGE/LATERAL PER TOWN DETAIL 400-17 (NOT A PAY ITEM)
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NOTES

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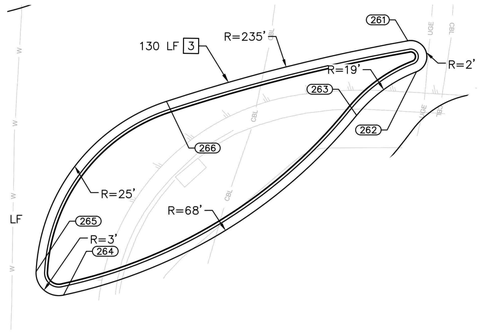

SOUTH EAST SPLITTER

SE SPLITTER				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
261	115+74.33	30.978	5467.97	EOP
262	115+75.73	34.979	5467.75	EOP
263	115+68.01	41.176	5468.41	EOP
264	115+28.75	66.236	5469.45	EOP
265	115+25.05	63.240	5469.69	EOP
266	115+41.67	40.337	5469.84	EOP

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

NO.	REVISION	BY	DATE

Kimley»Horn

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BROOMFIELD, COLORADO 80021 (720) 464-2514

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Kimley-Horn and Associates, Inc.

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SHEET NO.
33

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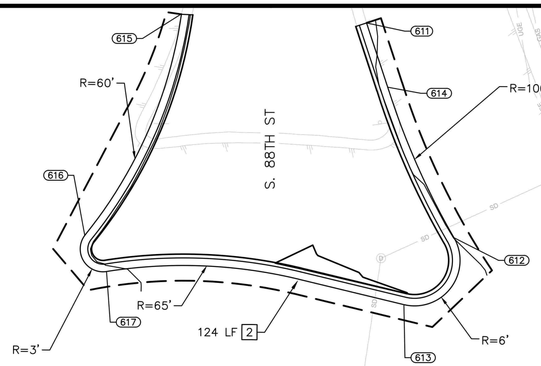

ROADWAY CONSTRUCTION NOTES

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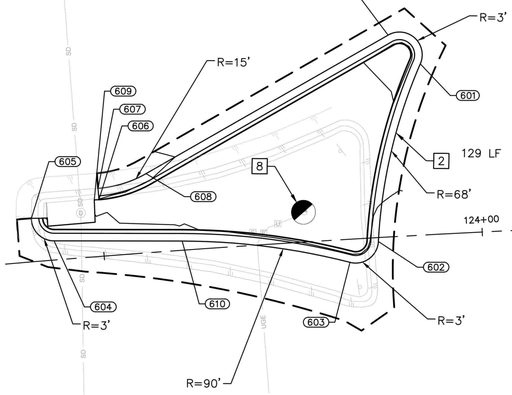

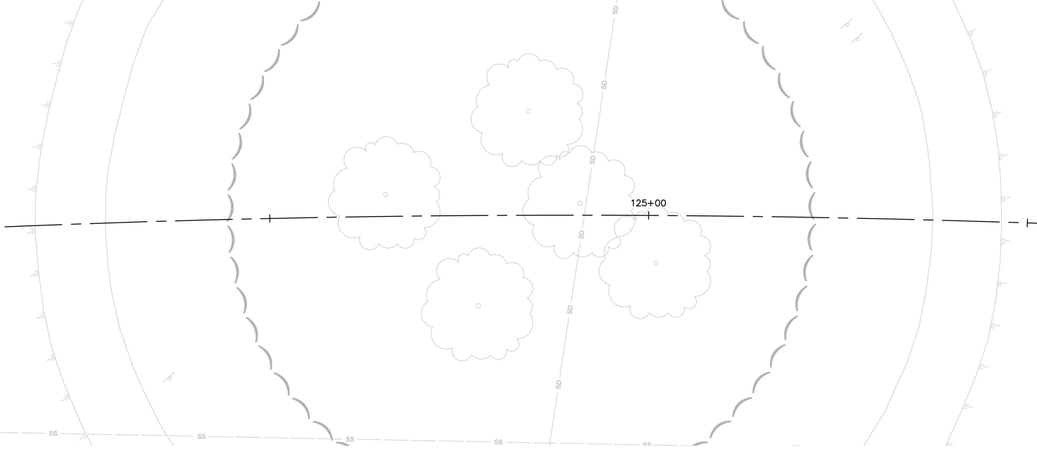

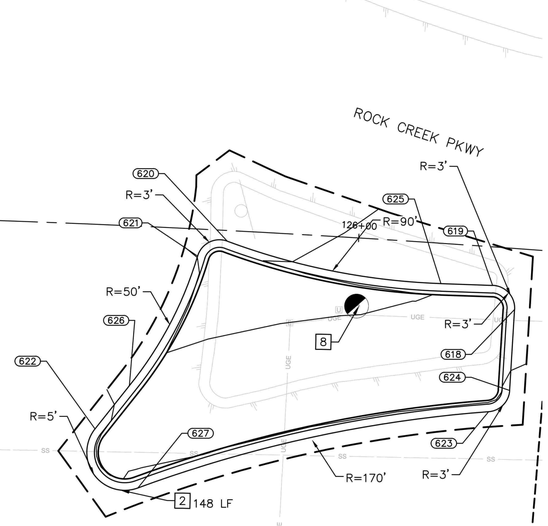

88TH NW ISLAND				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
600	123+89.04	-26.599	5446.54	EOP
601	123+93.02	-22.577	5446.65	EOP
602	123+86.24	0.525	5445.82	EOP
603	123+82.34	3.047	5445.80	EOP
604	123+43.56	-2.527	5445.34	EOP
605	123+40.83	-5.731	5445.46	EOP
606	123+49.88	-7.473	5446.04	EOP
607	123+49.89	-8.973	5445.69	EOP
608	123+56.31	-10.427	5445.91	EOP
609	123+49.27	-7.486	5446.03	ME
610	123+60.41	-1.208	5445.37	EOP

88TH SE ISLAND				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
618	126+21.20	8.045	5446.32	EOP
619	126+18.07	5.082	5446.28	EOP
620	125+82.70	1.418	5447.20	EOP
621	125+78.88	3.568	5447.01	EOP
622	125+66.30	26.980	5445.82	EOP
623	126+18.74	21.739	5445.71	EOP
624	126+21.33	18.737	5445.90	EOP
625	126+11.23	5.315	5446.56	EOP
626	125+70.64	21.080	5446.14	EOP
627	125+72.40	34.520	5445.34	EOP

88TH NE ISLAND				
POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
611	125+01.35	-113.570	5449.04	EOP
612	125+12.54	-85.340	5448.99	EOP
613	125+06.31	-76.438	5449.42	EOP
614	125+04.03	-105.114	5448.96	EOP
615	124+78.42	-114.782	5449.00	EOP
616	124+66.02	-85.649	5448.53	EOP
617	124+68.71	-80.842	5448.93	EOP

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
GRADING DETAILS

PRELIMINARY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
GRADING DETAILS.dwg

SHEET NO.
34

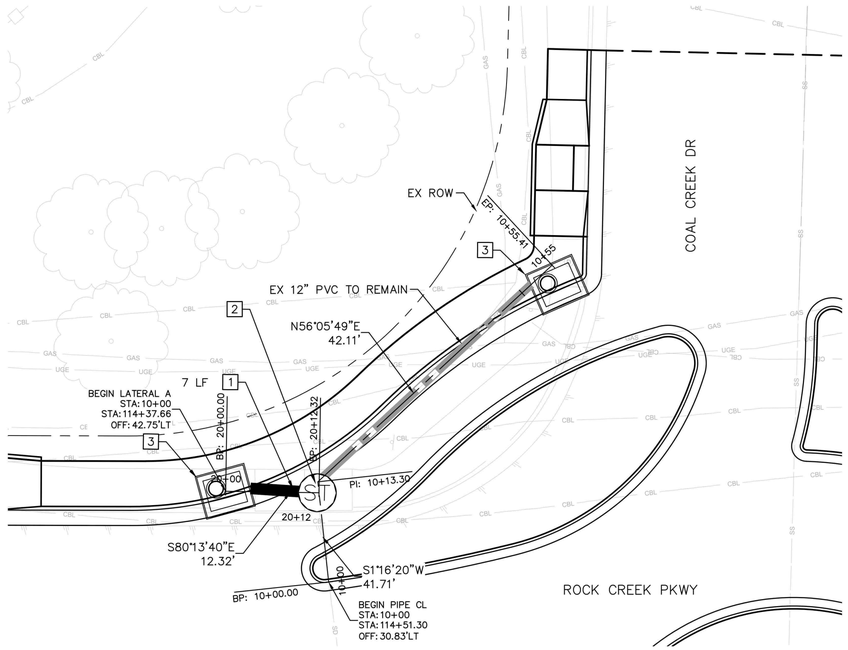
K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\GRADING DETAILS.DWG 5/21/2025 8:46:06 AM JEFFLER

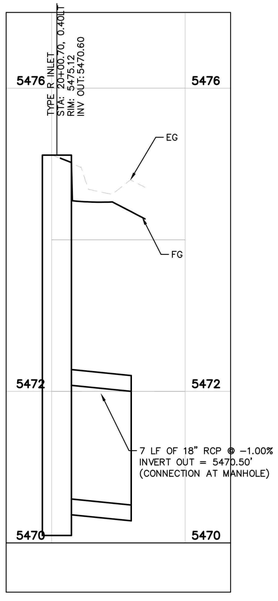
STORM CONSTRUCTION NOTES

1. 18" REINFORCED CONCRETE PIPE (RCP)
2. PRECAST MANHOLE PER TOWN STANDARD DETAIL 600-1
3. 5' CURB INLET TYPE R PER TOWN STANDARD DETAILS 600-3,4 & 5

NOTES

1. NEW PIPES SHOULD BE TRENCHED. CONTRACTOR TO UTILIZE BED AND PATCH BACK PER TOWN STANDARD DETAIL 600-8
2. CONTRACTOR SHALL UTILIZE A CONCRETE COLLAR WHEN CONNECTING TO EXISTING PIPE. SEE DETAIL (THIS SHEET). TIE IN ELEVATIONS ON ALL PIPES ARE APPROXIMATE, CONTRACTOR TO CONFIRM IN FIELD.
3. CONTRACTOR TO CLEAN 12" PVC PIPE BETWEEN PROPOSED STRUCTURES PRIOR TO FINAL COMPLETION.
4. TO LIMIT DIFFERENTIAL SETTLEMENT WITH THE MANHOLE, CONCRETE PAVEMENT COULD BE UTILIZED SURROUNDING THE STRUCTURE. ADDITIONALLY, THE CONCRETE SURFACE CAN BE ROUGHENED WHICH CAN LESSEN SLIPPING ISSUES FOR BIKES NAVIGATING AROUND OR OVER THE MANHOLE. ADDITIONAL COORDINATION TO BE HAD AFTER 60% REVIEW.





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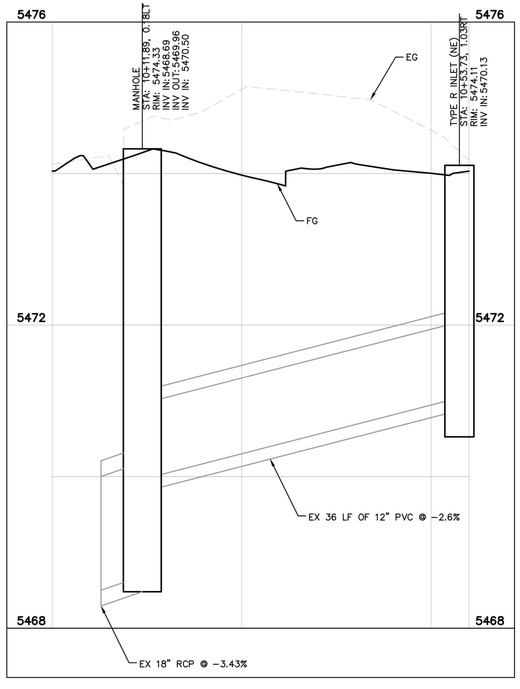

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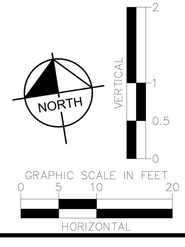

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Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
STORM PLAN & PROFILE

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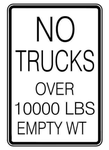
SHEET NO.
35

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\STORM PLAN & PROFILE.dwg

PROPOSED SIGN LEGEND



R4-7C
24"X30"



R12-3
24"X36"



R1-6
30"X30"



R1-2
36"X36"



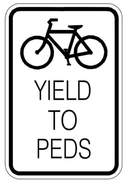
R6-1R
36"X12"



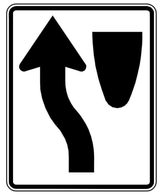
R3-8E
30"X30"



R3-8W
30"X30"



R9-6
12"X18"



R4-8
24"X30"



R6-4B
60"X24"



W9-2L
36"X36"



W11-2
36"X36"



W2-6
36"X36"



W9-2L
36"X36"



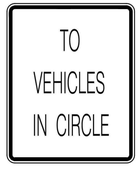
W13-1P
18"X18"



W16-7PL
24"X12"



W16-9P
24"X12"



CUSTOM
30"X30"

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SIGNING & STRIPING.dwg PLOTTED BY: JOSEPH KOFFLER

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SIGNING & STRIPING – SIGNAGE COVER

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Kimley-Horn and Associates, Inc.

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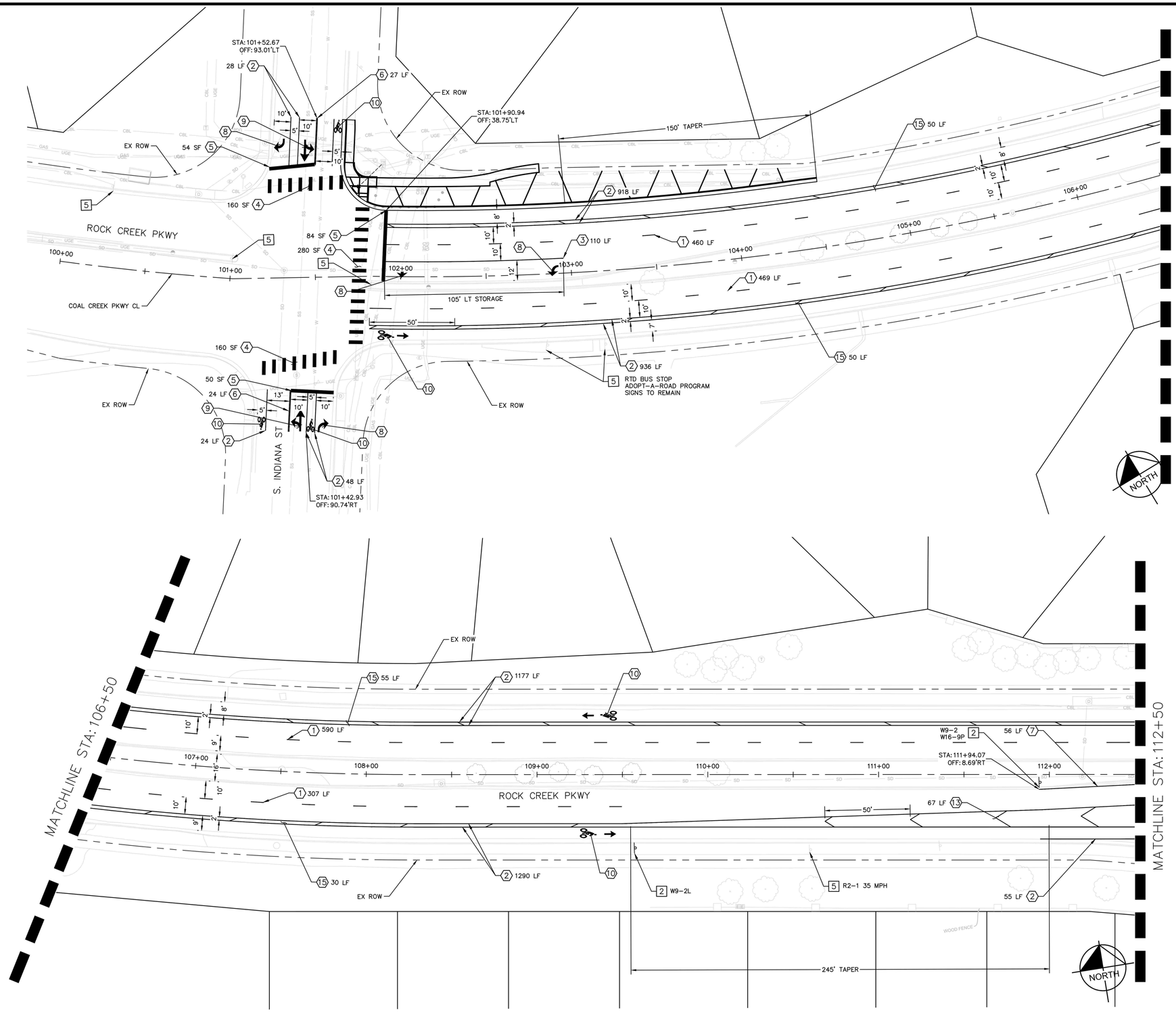
SHEET NO.
36



SIGN NOTES

1. RESET EX SIGN ON NEW POST
2. PROPOSED SIGN AND POST (PER TOWN STANDARD 700-16) (SF)
3. PROPOSED SIGN ON EXISTING POST
4. INSTALL RECTANGULAR FLASHING BEACON (RRFB)
5. EXISTING SIGN AND POST TO REMAIN
6. BIKE PUSH BUTTON ON PROPOSED POST (PER TOWN STANDARD 700-16) – PEDESTRIAN PUSH BUTTON WITH PUSH BUTTON EXTENDER, R10-25 PLAQUE

STRIPING NOTES

1. LANE LINE: BROKEN WHITE, 4" WIDE – 10' STRIPE WITH 30' GAP (EPOXY)
2. EDGE LINE: SOLID WHITE, 6" WIDE (EPOXY)
3. TURN POCKET: SOLID WHITE, 8" WIDE (EPOXY)
4. CROSS WALK BARS: SOLID WHITE, 2'X10' (THERMOPLASTIC)
5. STOP BAR: SOLID WHITE, 24" (THERMOPLASTIC)
6. DOUBLE YELLOW: SOLID YELLOW, 4" WIDE WITH 4" SEPARATION (EPOXY)
7. EDGE LINE (YELLOW): SOLID YELLOW, 4" WIDE (EPOXY)
8. TURN ARROW (PER CDOT S-627-1): WHITE (THERMOPLASTIC, 16 SF)
9. THROUGH/LEFT ARROW (PER CDOT S-627-1): WHITE (THERMOPLASTIC, 27.5 SF)
10. BIKE LANE SYMBOL (PER CDOT S-627-1): WHITE (THERMOPLASTIC, 16 SF)
11. YIELD TEETH (PER CDOT S-627-1): WHITE (THERMOPLASTIC, 1.3 SF EACH)
12. SKIP DASH: BROKEN WHITE, 6" WIDE, 3' STRIPE WITH 3' GAP (EPOXY)
13. CHEVRON: WHITE, 6" WIDE (EPOXY), 50' SPACING (O.C.)
14. YEILD SYMBOL (PER CDOT S-627-1): WHITE (THERMOPLASTIC, 23 SF)
15. GORE STRIPE: WHITE, 6" WIDE (EPOXY) 50' SPACING (O.C.)
16. CROSS WALK BARS: SOLID WHITE, 1'X10' (THERMOPLASTIC)
17. ONLY SYMBOL (PER CDOT S-627-1): WHITE (THERMOPLASTIC, 23 SF)

NOTES

1. SEE REMOVAL & RESET SHEETS FOR ORIGINAL SIGN LOCATIONS TO REMAIN OR FOR RESETTING.
2. CONTRACTOR SHALL PLACE SIGNS PER TOWN STANDARD 700-15.
3. BIKE LANE SYMBOLS INCLUDE ANY ARROW SYMBOLS DEPICTED ABOVE THE SYMBOL IN THE PLANS.
4. CONTRACTOR TO CONFIRM STRIPING LOCATIONS AT MATCH EXISTING LOCATIONS.
5. RRFB TO BE SYNCHRONIZED WITH FLASHERS ON 88TH ST CROSSING.

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SIGNING & STRIPING PLAN

PRELIMINARY
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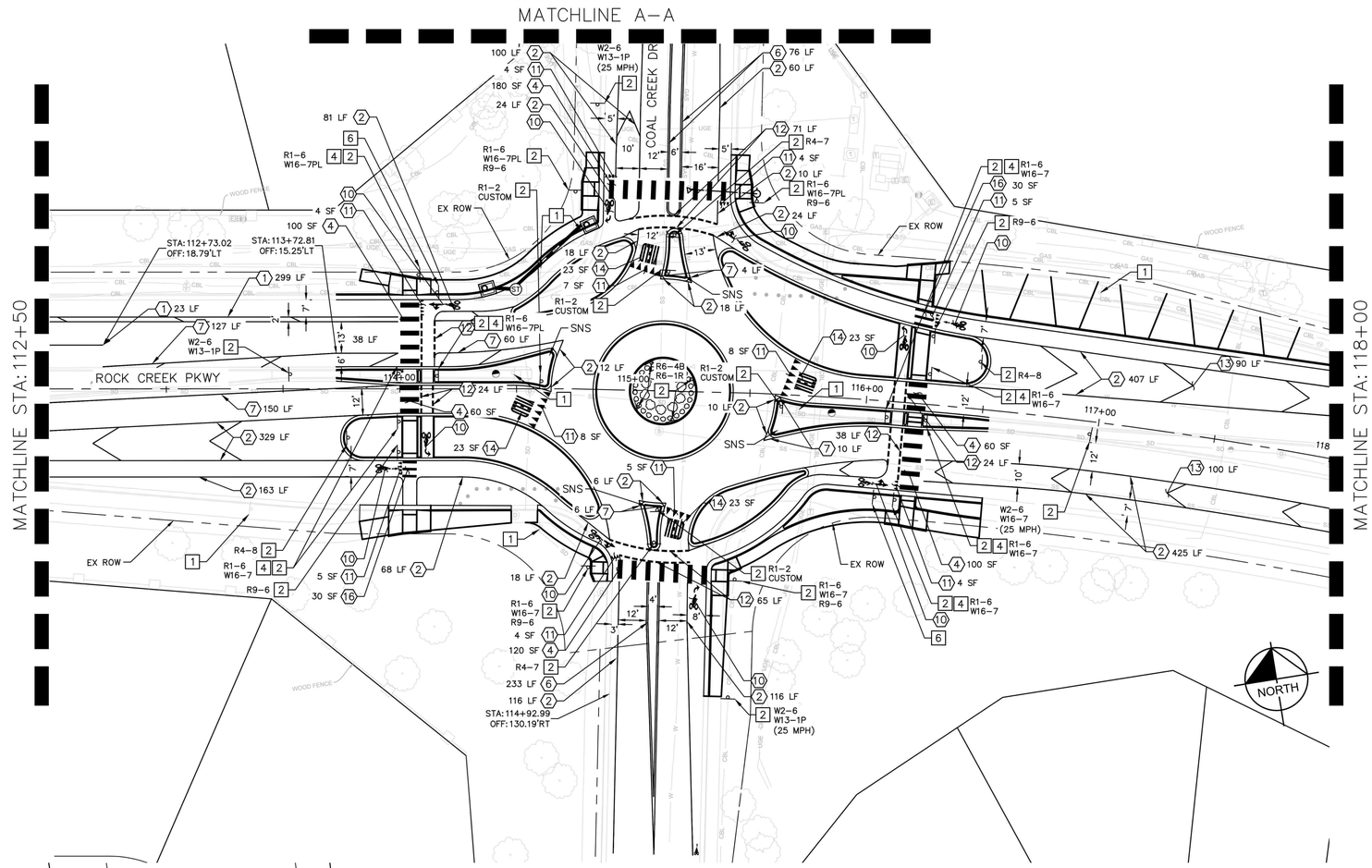
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
SIGNING & STRIPING.dwg

SHEET NO.
37

K:\DEN_PublicSector\236118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SIGNING & STRIPING.DWG



SIGN NOTES

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3. PROPOSED SIGN ON EXISTING POST
4. INSTALL RECTANGULAR FLASHING BEACON (RRFB)
5. EXISTING SIGN AND POST TO REMAIN
6. BIKE PUSH BUTTON ON PROPOSED POST (PER TOWN STANDARD 700–16) – PEDESTRIAN PUSH BUTTON WITH PUSH BUTTON EXTENDER, R10–25 PLAQUE

STRIPING NOTES

1. LANE LINE: BROKEN WHITE, 4" WIDE – 10' STRIPE WITH 30' GAP (EPOXY)
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NOTES

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GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY–HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464–2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SIGNING & STRIPING PLAN

PRELIMINARY
FOR REVIEW ONLY
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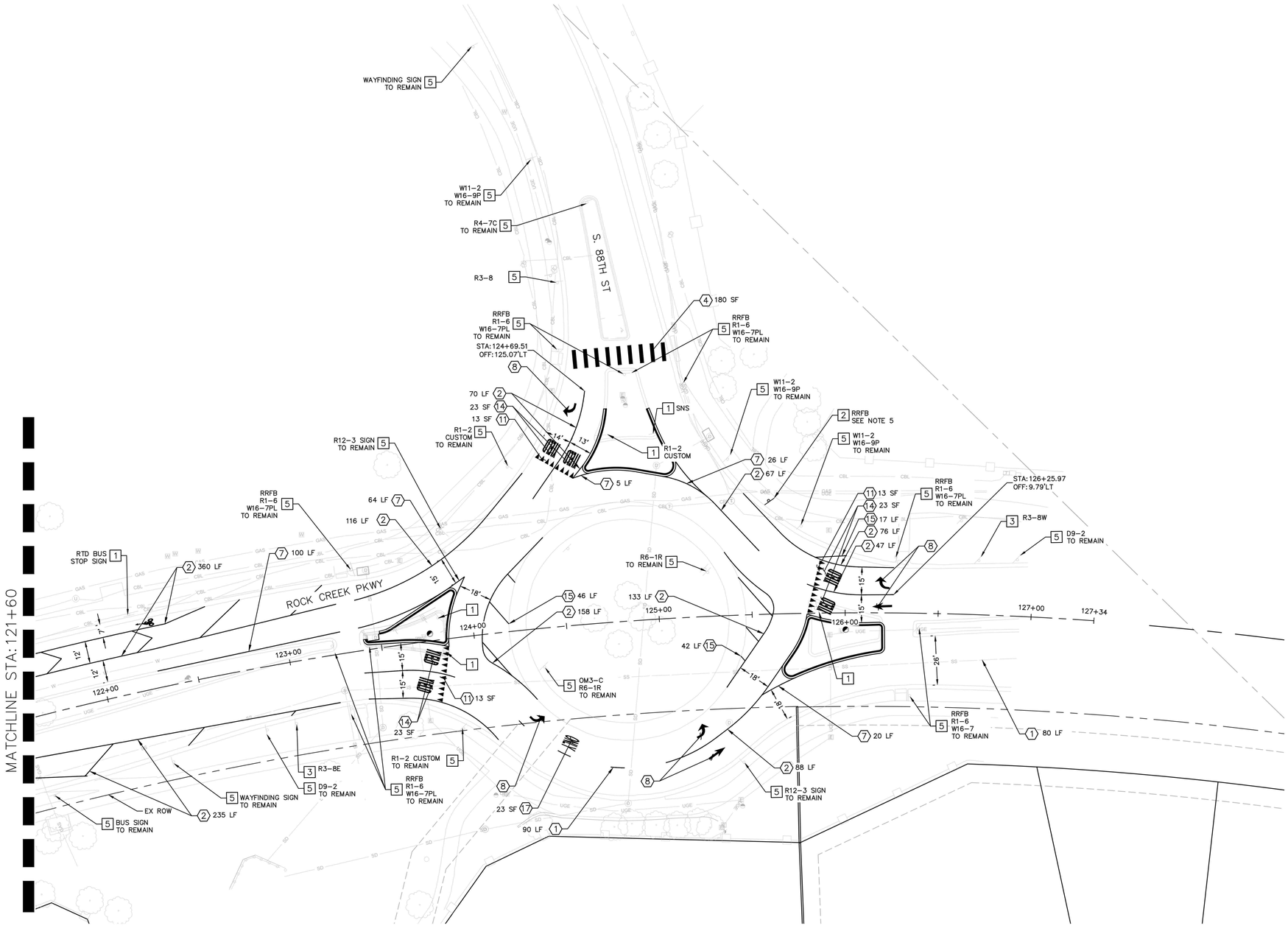
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
SIGNING & STRIPING.dwg

SHEET NO.
38

K:\DEN_PublicSector\236118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SIGNING & STRIPING.DWG



SIGN NOTES

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17. ONLY SYMBOL (PER CDOT S-627-1): WHITE (THERMOPLASTIC, 23 SF)

NOTES

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2. CONTRACTOR SHALL PLACE SIGNS PER TOWN STANDARD 700-15.
3. BIKE LANE SYMBOLS INCLUDE ANY ARROW SYMBOLS DEPICTED ABOVE THE SYMBOL IN THE PLANS.
4. CONTRACTOR TO CONFIRM STRIPING LOCATIONS AT MATCH EXISTING LOCATIONS.
5. RRFB TO BE SYNCHRONIZED WITH FLASHERS ON 88TH ST CROSSING.

NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SIGNING & STRIPING PLAN

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SHEET NO.
39

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SIGNING & STRIPING.DWG
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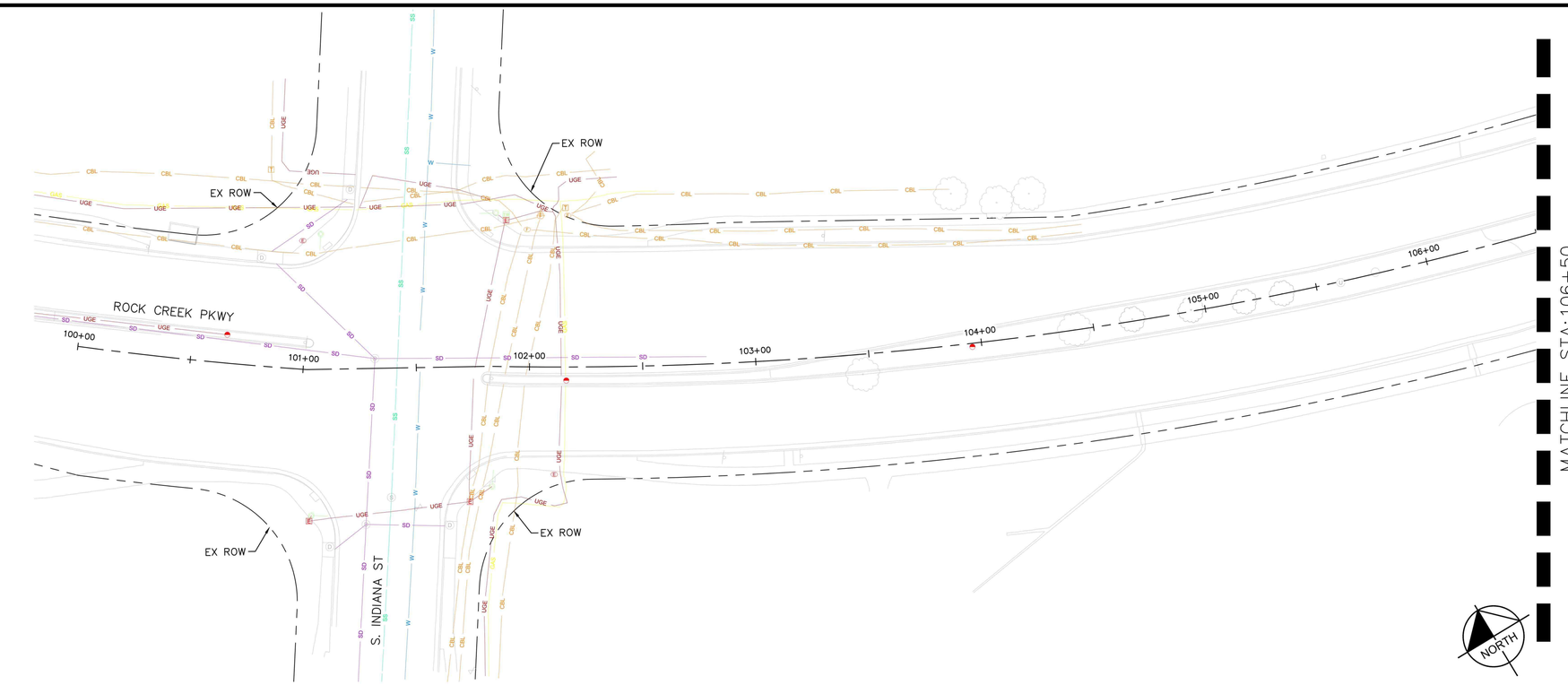
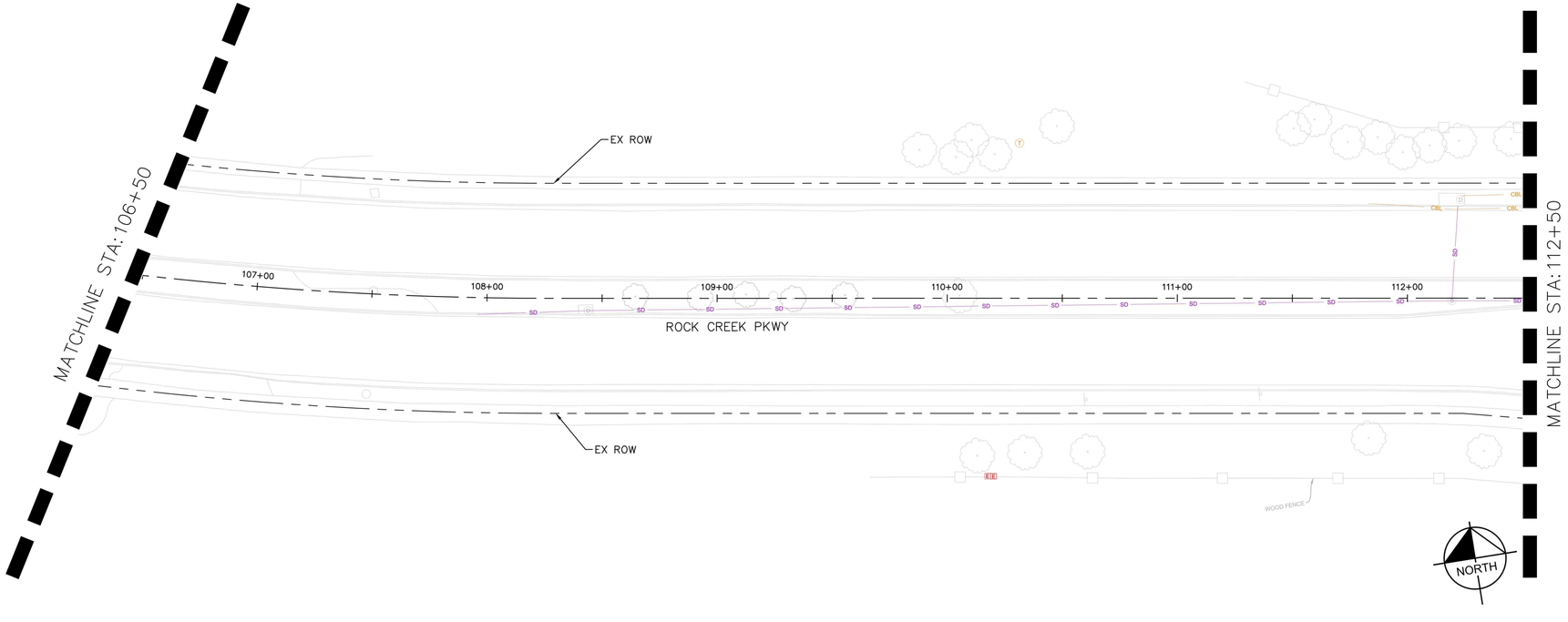


NOTES

- RED: ELECTRIC POWER LINES, CABLES, CONDUIT & LIGHTING CABLES
- YELLOW: GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS
- ORANGE: COMMUNICATIONS, CABLE TV, ALARM OR SIGNAL LINES, CABLES OR CONDUITS
- BLUE: POTABLE WATER
- GREEN: SEWERS AND DRAIN LINES
- PURPLE: RECLAIMED WATER, IRRIGATION AND SLURRY LINES
- PINK: TEMPORARY SURVEY MARKINGS
- WHITE: PROPOSED EXCAVATION



GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
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DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
EXISTING UTILITIES

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Kimley-Horn and Associates, Inc.

DRAWING NAME
EXISTING UTILITIES.dwg

SHEET NO.
40

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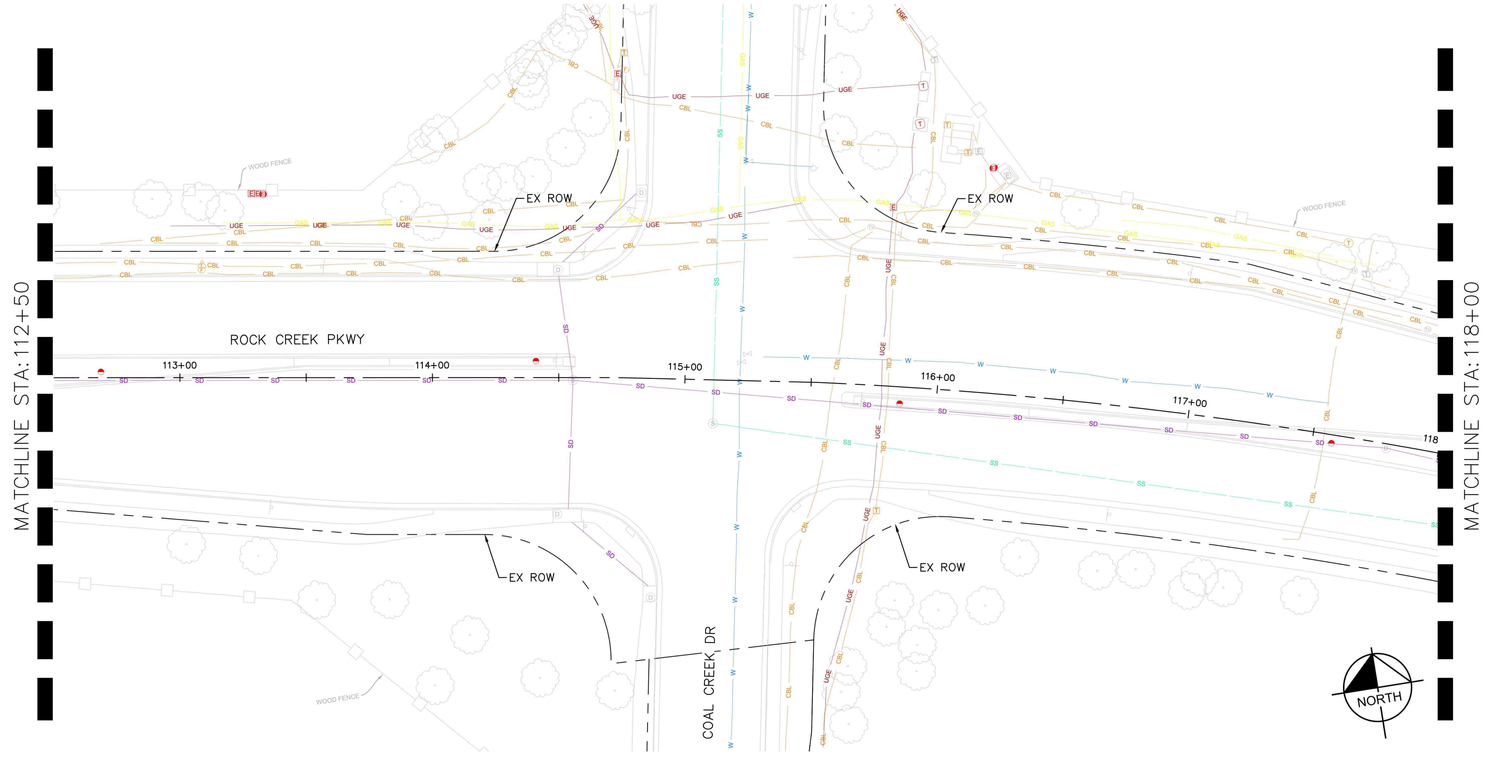

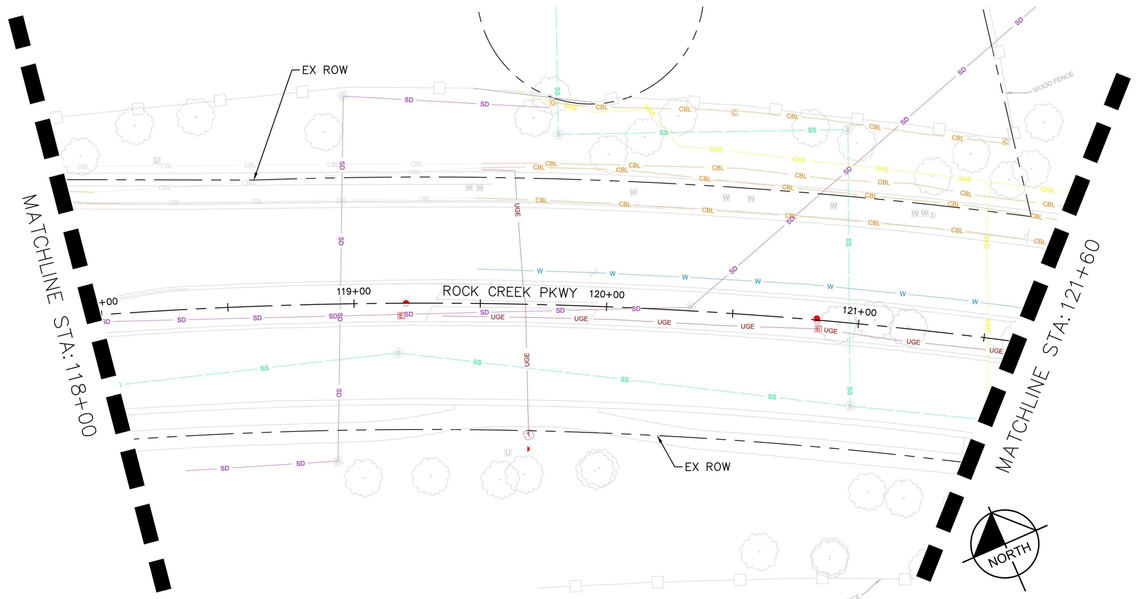

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GRAPHIC SCALE IN FEET
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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
EXISTING UTILITIES

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Kimley-Horn and Associates, Inc.

DRAWING NAME
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SHEET NO.
41

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\EXISTING UTILITIES.dwg

NOTES

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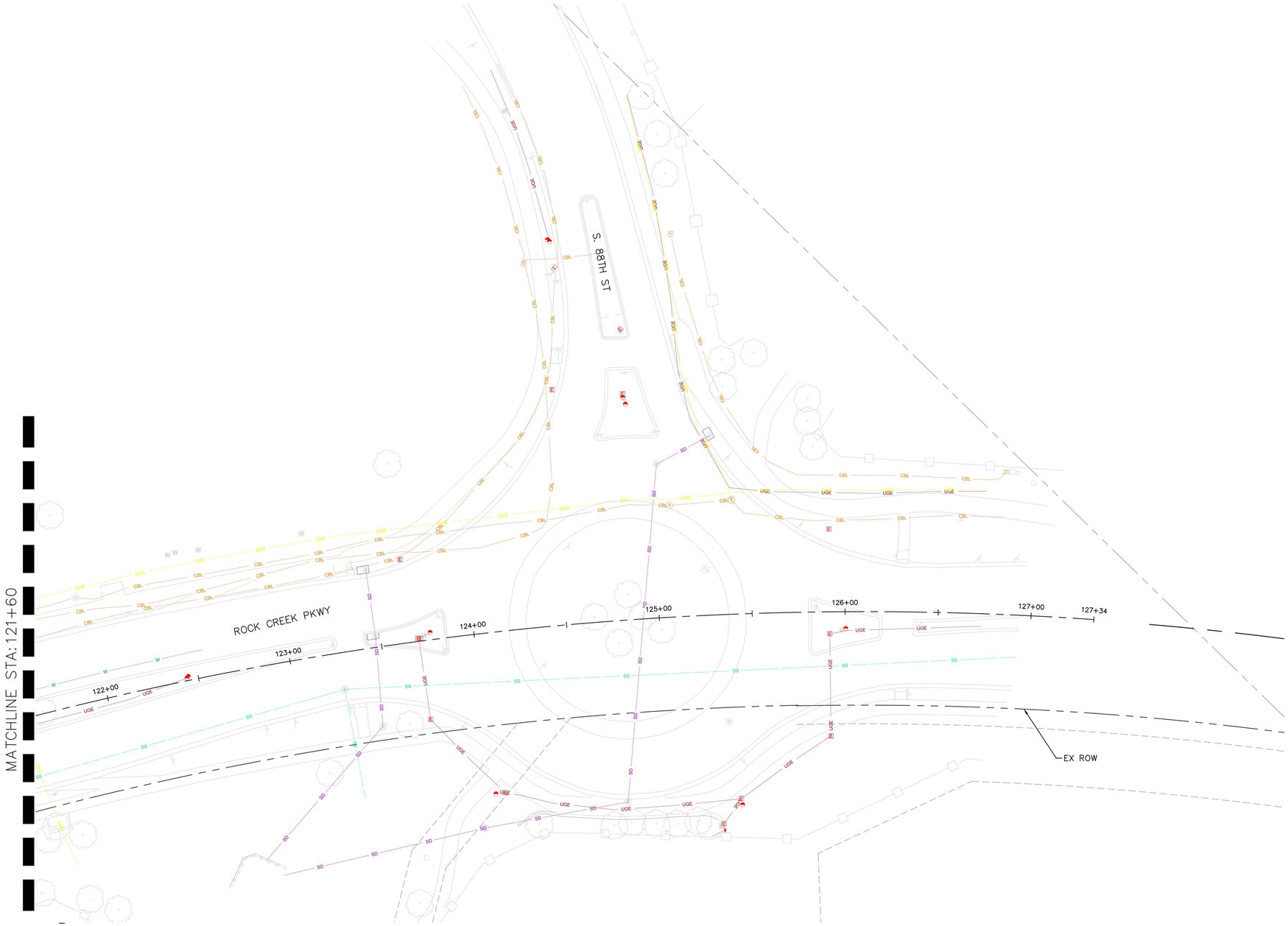
- PINK: TEMPORARY SURVEY MARKINGS
- WHITE: PROPOSED EXCAVATION



GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

NO.	REVISION	BY	DATE

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
DRAWN BY: IKW
CHECKED BY: JK
DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN

EXISTING UTILITIES

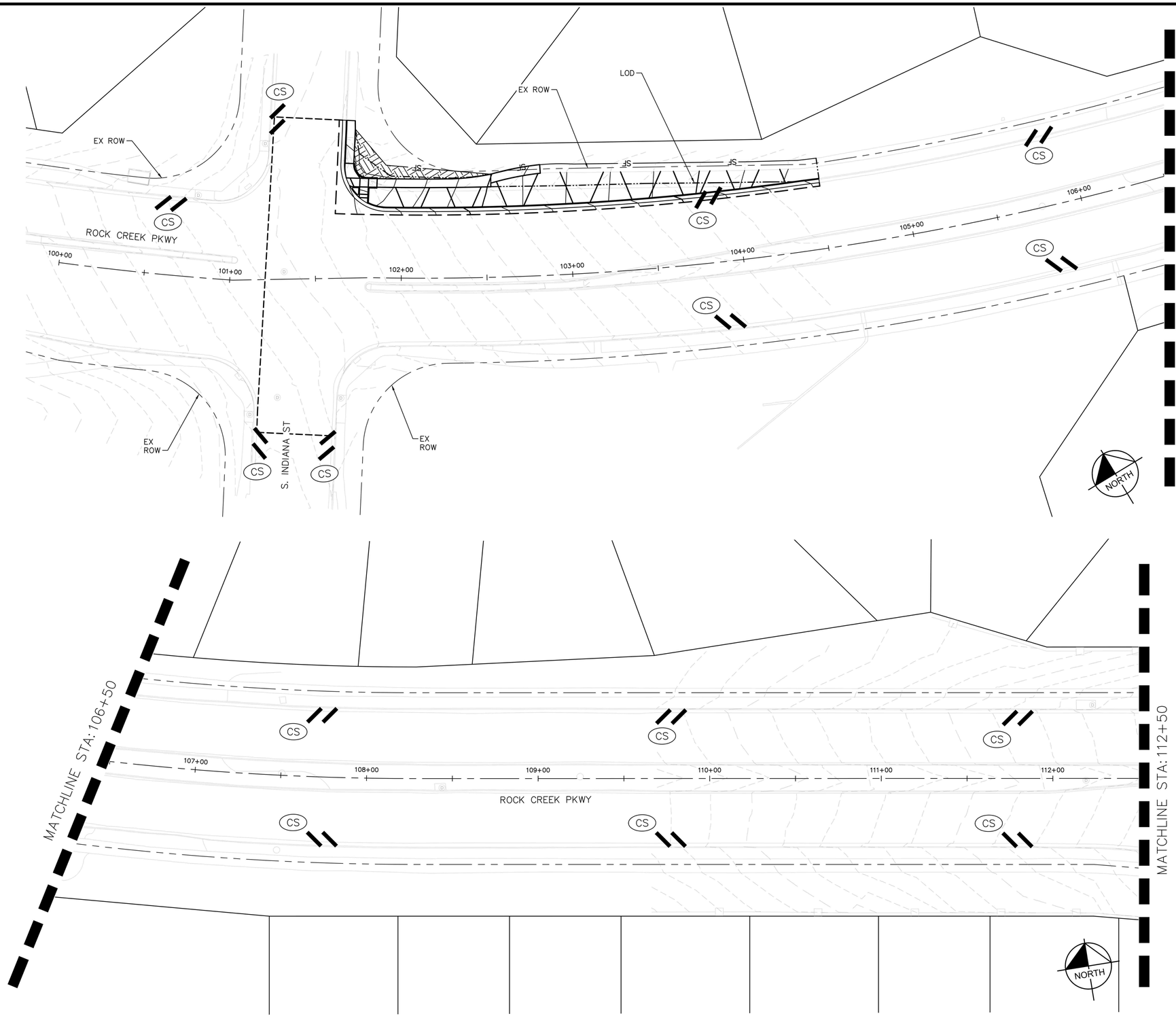
PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
EXISTING UTILITIES.dwg

SHEET NO.
42

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\EXISTING UTILITIES.dwg



EROSION CONTROL NOTES

- CS — CURB SOCKS PER TOWN OF SUPERIOR DETAIL 600-15, SPACED 5' (MIN) UPSTREAM FROM CURB INLETS AND AT 200' (MIN) INTERVAL ALONG EDGE OF ROADWAY.
- SF — SILT FENCE PER TOWN OF SUPERIOR DETAIL 600-24
- LIMITS OF DISTURBANCE
- SOD

NOTES:

1. CONTRACTOR SHALL COORDINATE STAGING AREA LOCATION WITH THE TOWN PRIOR TO CONSTRUCTION. THIS WILL INCLUDE A CONCRETE WASHOUT AREA AND VEHICLE TRACKING CONTROL PER TOWN DETAILS 600-18 AND 600-17, RESPECTIVELY.

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

Kimley»Horn
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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

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DATE: 5/21/25

TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
EROSION CONTROL PLAN

PRELIMINARY
FOR REVIEW ONLY
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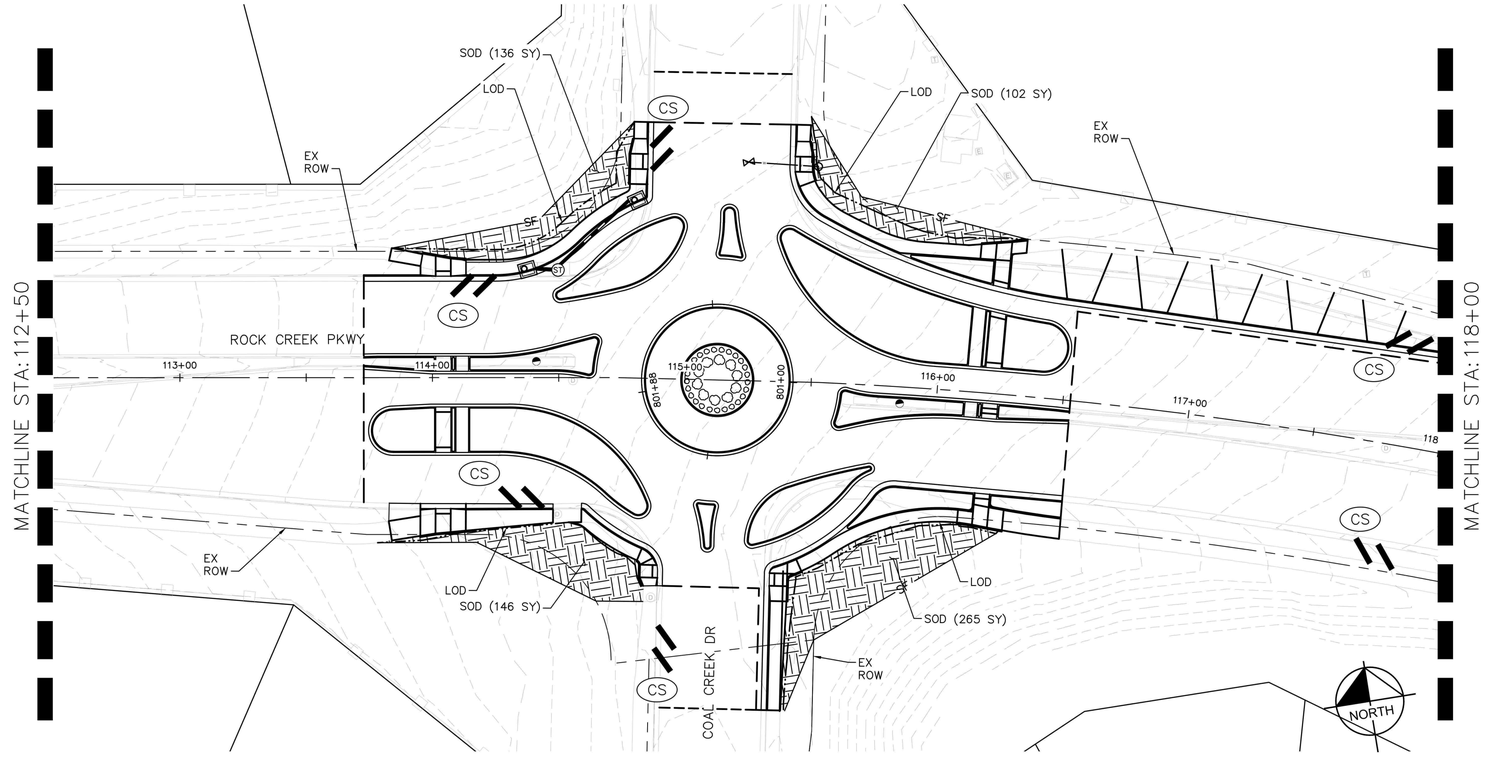
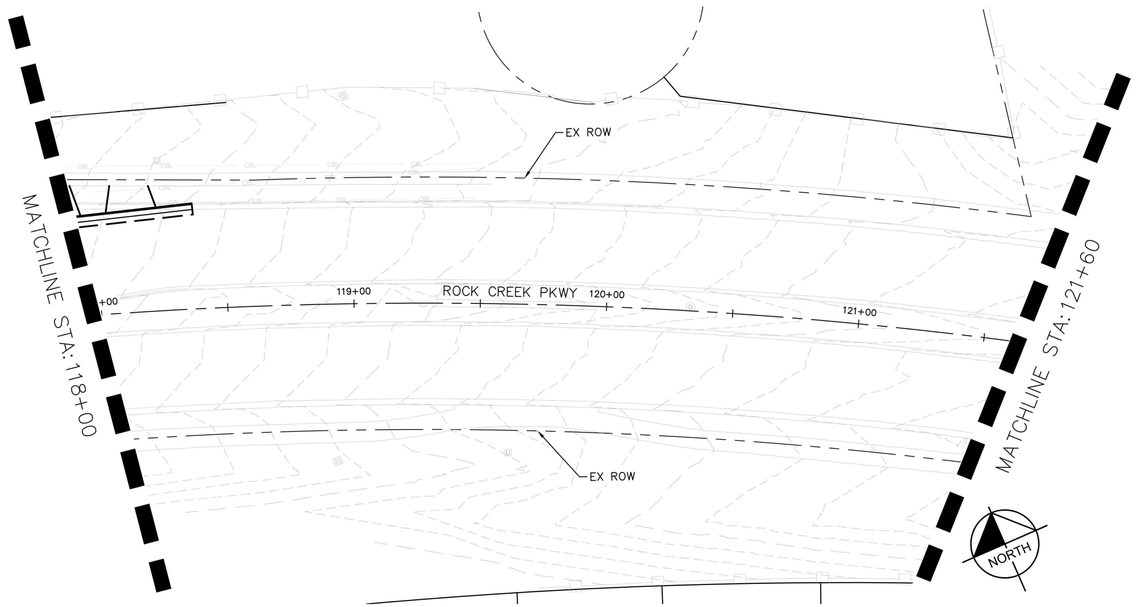
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
EROSION CONTROL.dwg

SHEET NO.
43

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\EROSION CONTROL.dwg





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SF — SILT FENCE PER TOWN OF SUPERIOR DETAIL 600-24

LIMITS OF DISTURBANCE

SOD

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BROOMFIELD, COLORADO 80021 (720) 464-2514

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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN

EROSION CONTROL PLAN

PRELIMINARY
FOR REVIEW ONLY
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Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
EROSION CONTROL.dwg

SHEET NO.
44

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\EROSION CONTROL.dwg

EROSION CONTROL NOTES

CS — CURB SOCKS PER TOWN OF SUPERIOR DETAIL 600-15, SPACED 5' (MIN) UPSTREAM FROM CURB INLETS AND AT 200' (MIN) INTERVAL ALONG EDGE OF ROADWAY.

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LIMITS OF DISTURBANCE

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ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
EROSION CONTROL PLAN

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DRAWING NAME
EROSION CONTROL.dwg

SHEET NO.
45

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\EROSION CONTROL.dwg



NO.	REVISION	BY	DATE

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.
11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

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DATE: 5/21/25

TOWN OF SUPERIOR

ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN

SUGGESTED CONSTRUCTION PHASING – PHASE 1

PRELIMINARY

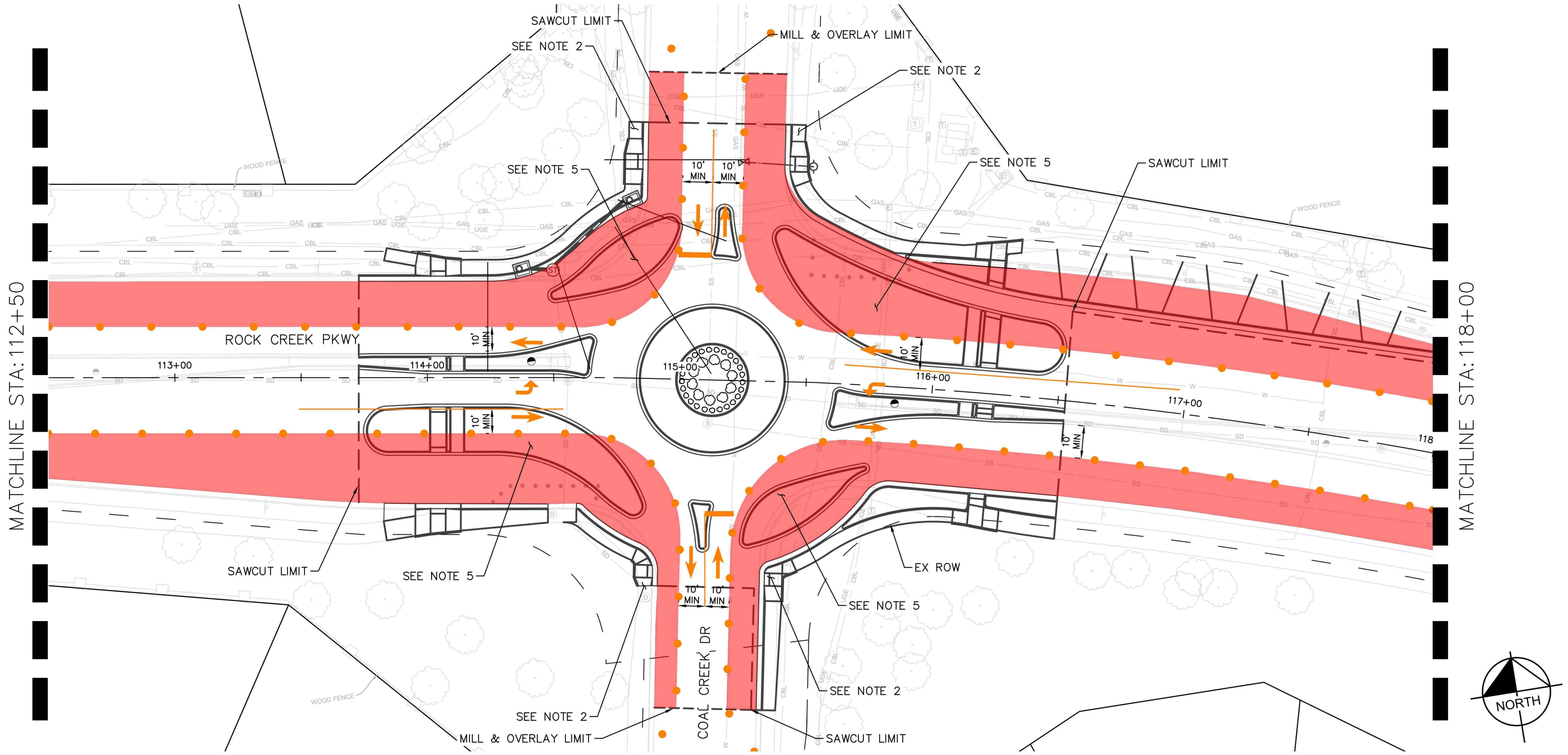
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

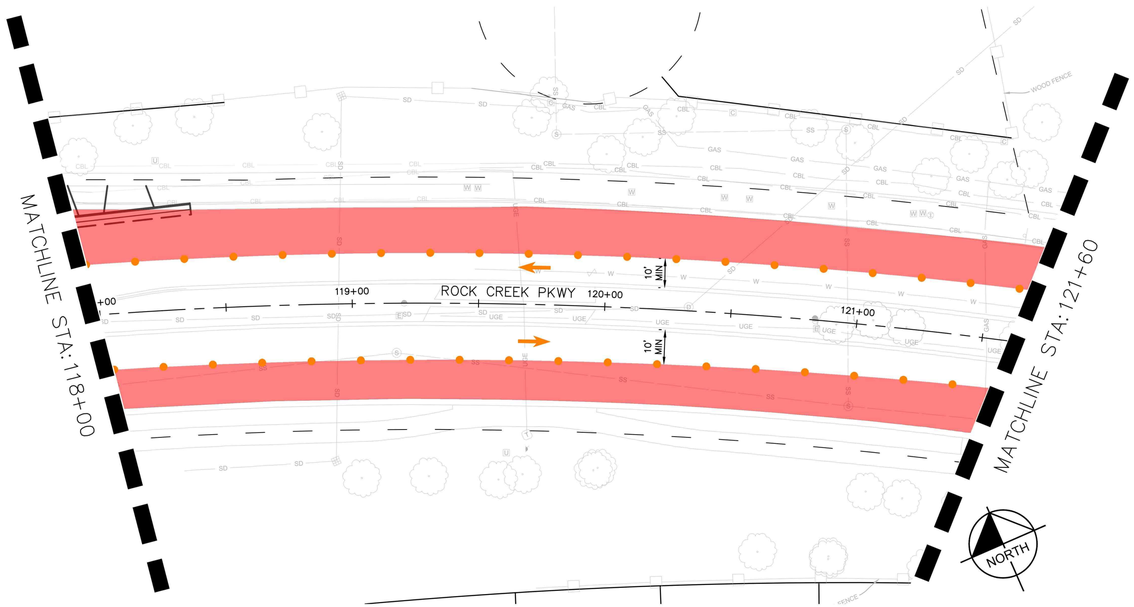
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
SUGGESTED PHASING (P1).dwg

SHEET NO.
46

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SUGGESTED PHASING (P1).dwg





LEGEND:

- CONSTRUCTION AREA PHASE 1
- CHANNELIZING DEVICE
- TRAFFIC FLOW ARROW
- NIGHT WORK AREA

NOTES

1. MINIMUM LANE WIDTH = 10'
2. CONTRACTOR SHOULD PROVIDE ADA COMPLIANT PATH THROUGH CONSTRUCTION LIMITS AT ALL TIMES – CLOSURE OF SIDEWALK ON HALF THE ROAD SECTION AND PEDESTRIAN DETOURS MAY BE REQUIRED.
3. CONTRACTOR SHOULD PROVIDE "SHARE THE ROAD" BICYCLE SIGNAGE DURING CONSTRUCTION TO MERGE BICYCLES WITH TRAFFIC FROM ON-STREET BIKE LANES.
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GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

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BROOMFIELD, COLORADO 80021 (720) 464-2514

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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SUGGESTED CONSTRUCTION PHASING – PHASE 1

PRELIMINARY
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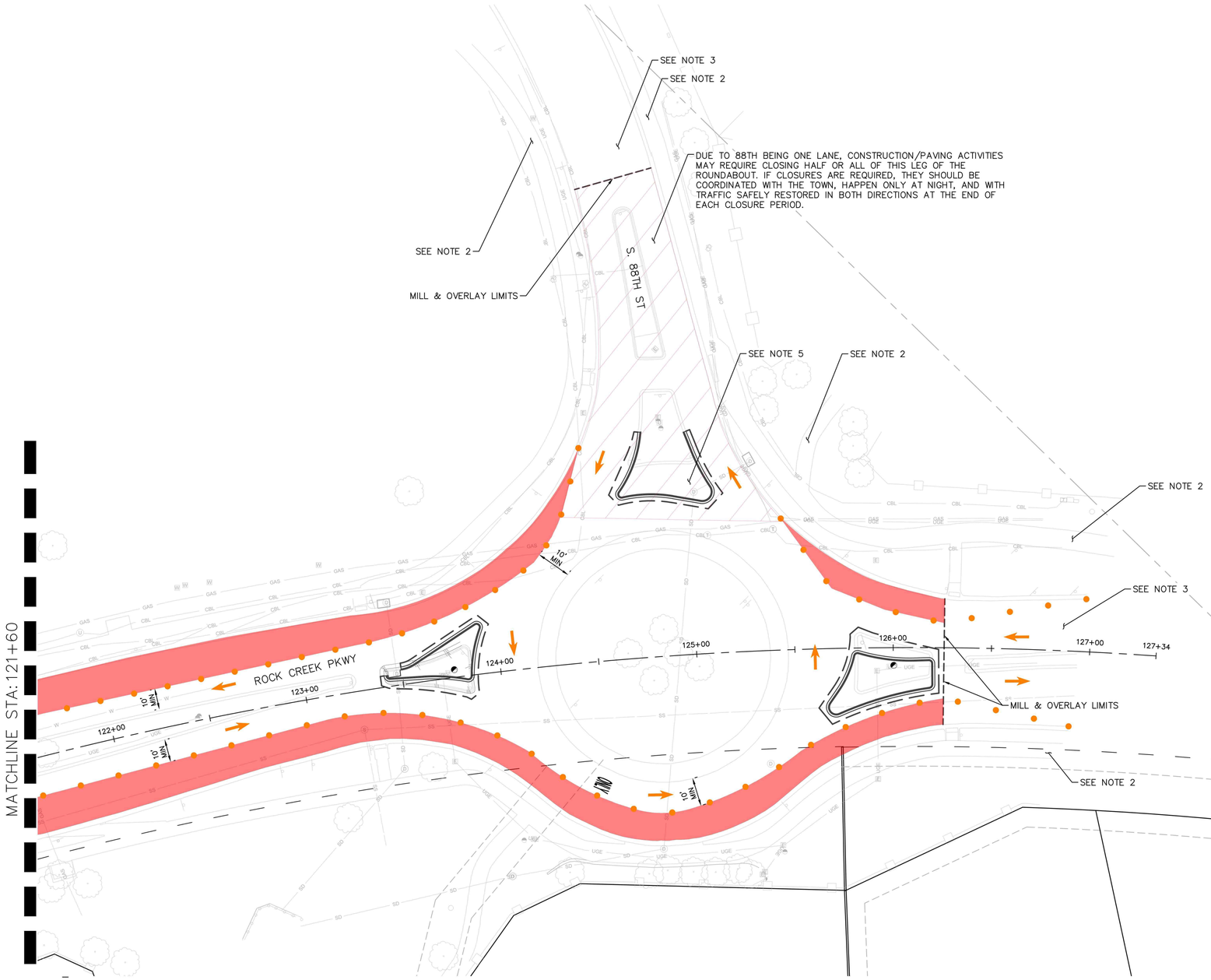
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
SUGGESTED PHASING (P1).dwg

SHEET NO.
47

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SUGGESTED PHASING (P1).dwg



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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

NO.	REVISION	BY	DATE

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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SUGGESTED CONSTRUCTION PHASING – PHASE 1

PRELIMINARY
FOR REVIEW ONLY
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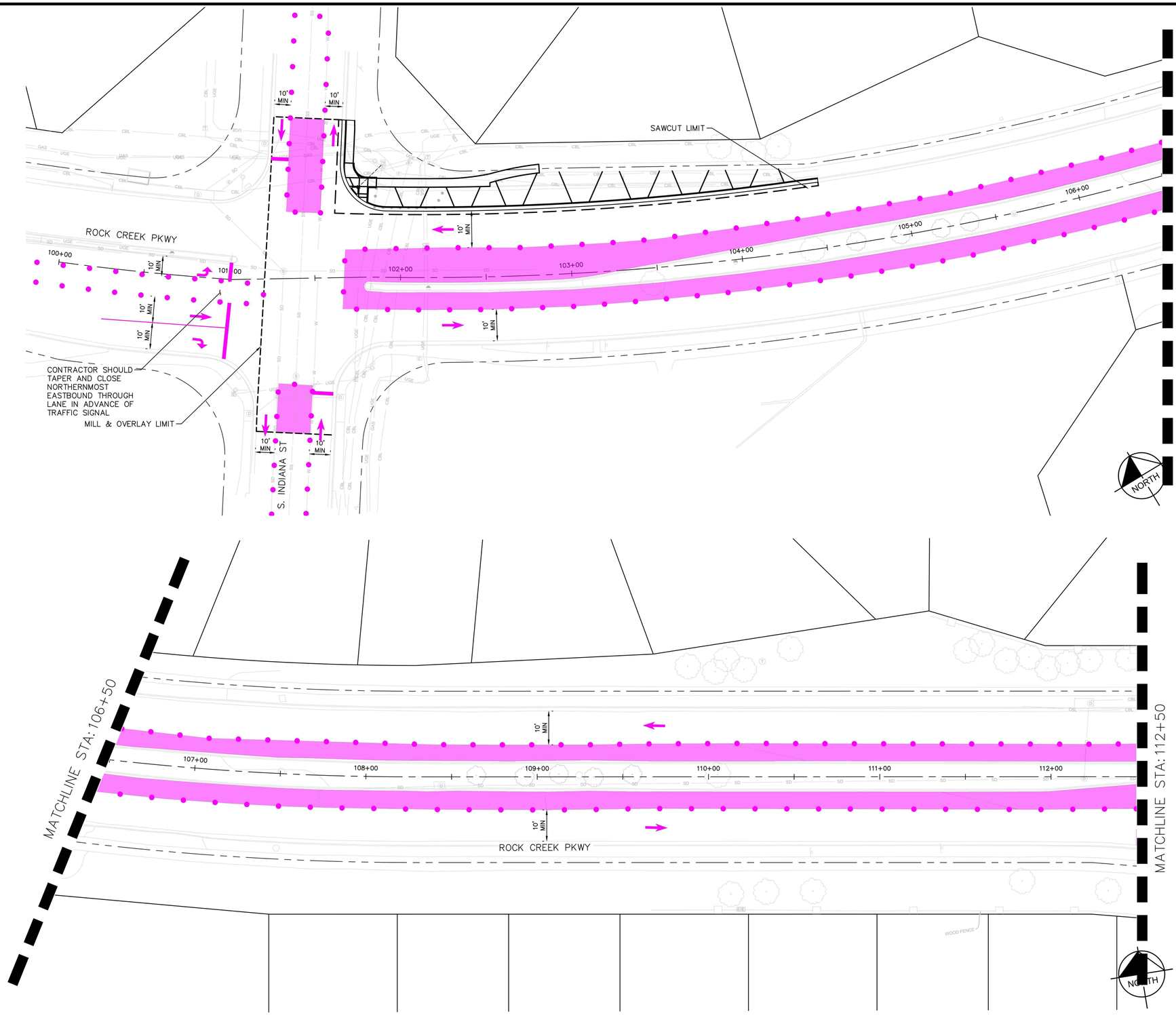
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
SUGGESTED PHASING (P1).dwg

SHEET NO.
48

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SUGGESTED PHASING (P1).dwg



LEGEND:

- CONSTRUCTION AREA PHASE 2
- CHANNELIZING DEVICE
- TRAFFIC FLOW ARROW
- NIGHT WORK AREA

NOTES

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11800 RIDGE PARKWAY SUITE 200
BROOMFIELD, COLORADO 80021 (720) 464-2514

DESIGNED BY: TJL
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DATE: 5/21/25

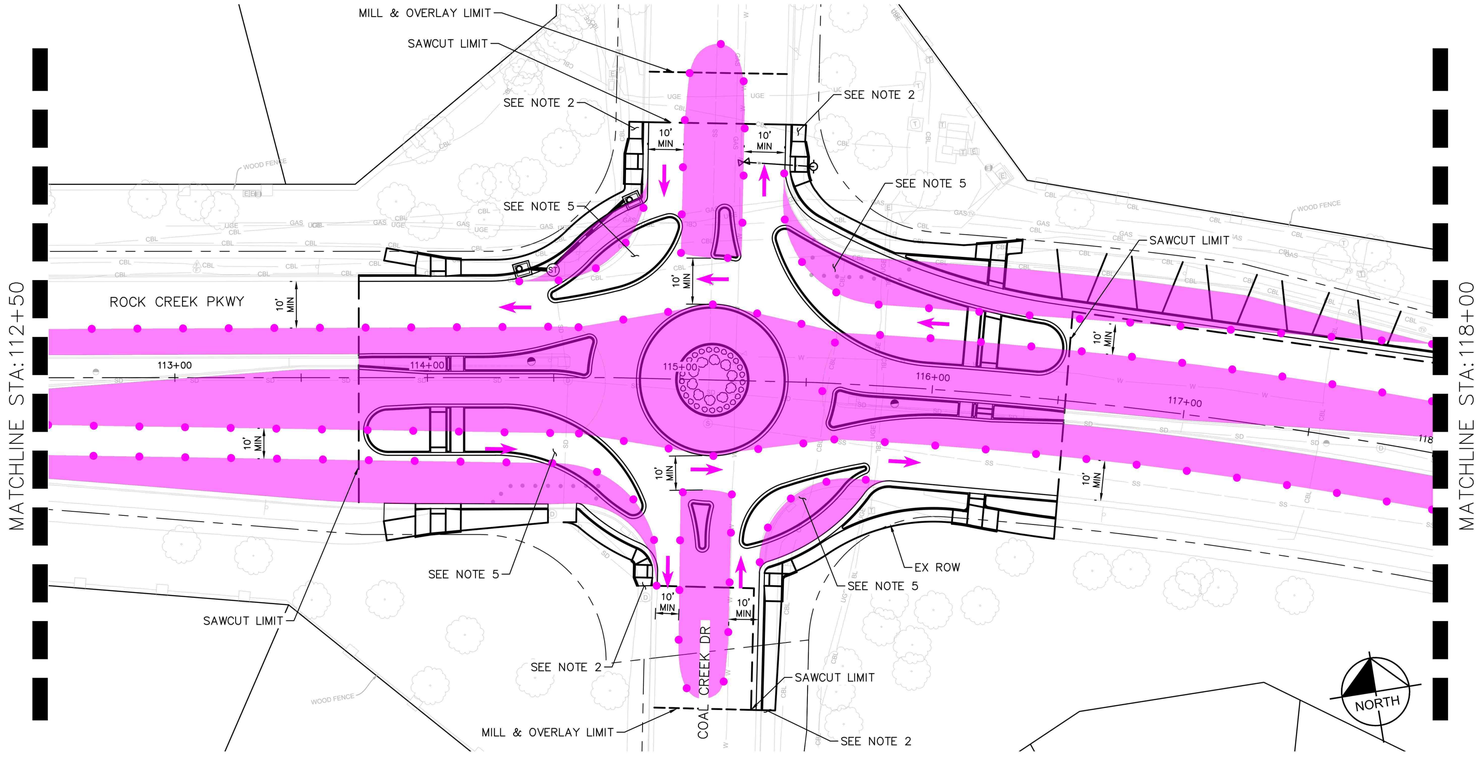
TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SUGGESTED CONSTRUCTION PHASING – PHASE 2

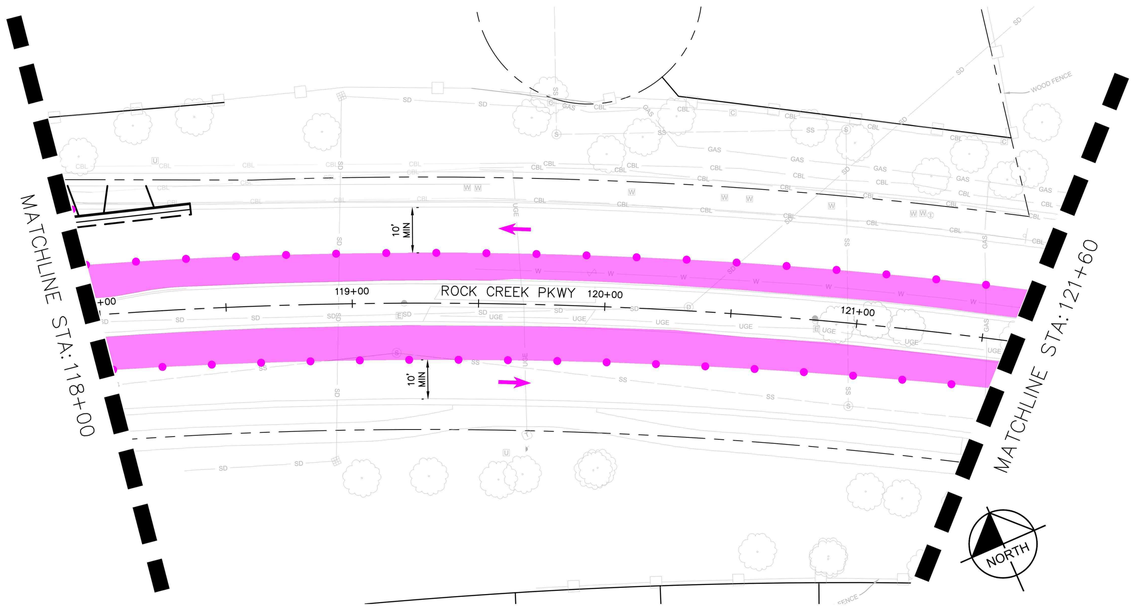
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
SUGGESTED PHASING (P2).dwg

SHEET NO.
49

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SUGGESTED PHASING (P2).dwg





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TOWN OF SUPERIOR

ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN

SUGGESTED CONSTRUCTION PHASING – PHASE 2

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SHEET NO.
50

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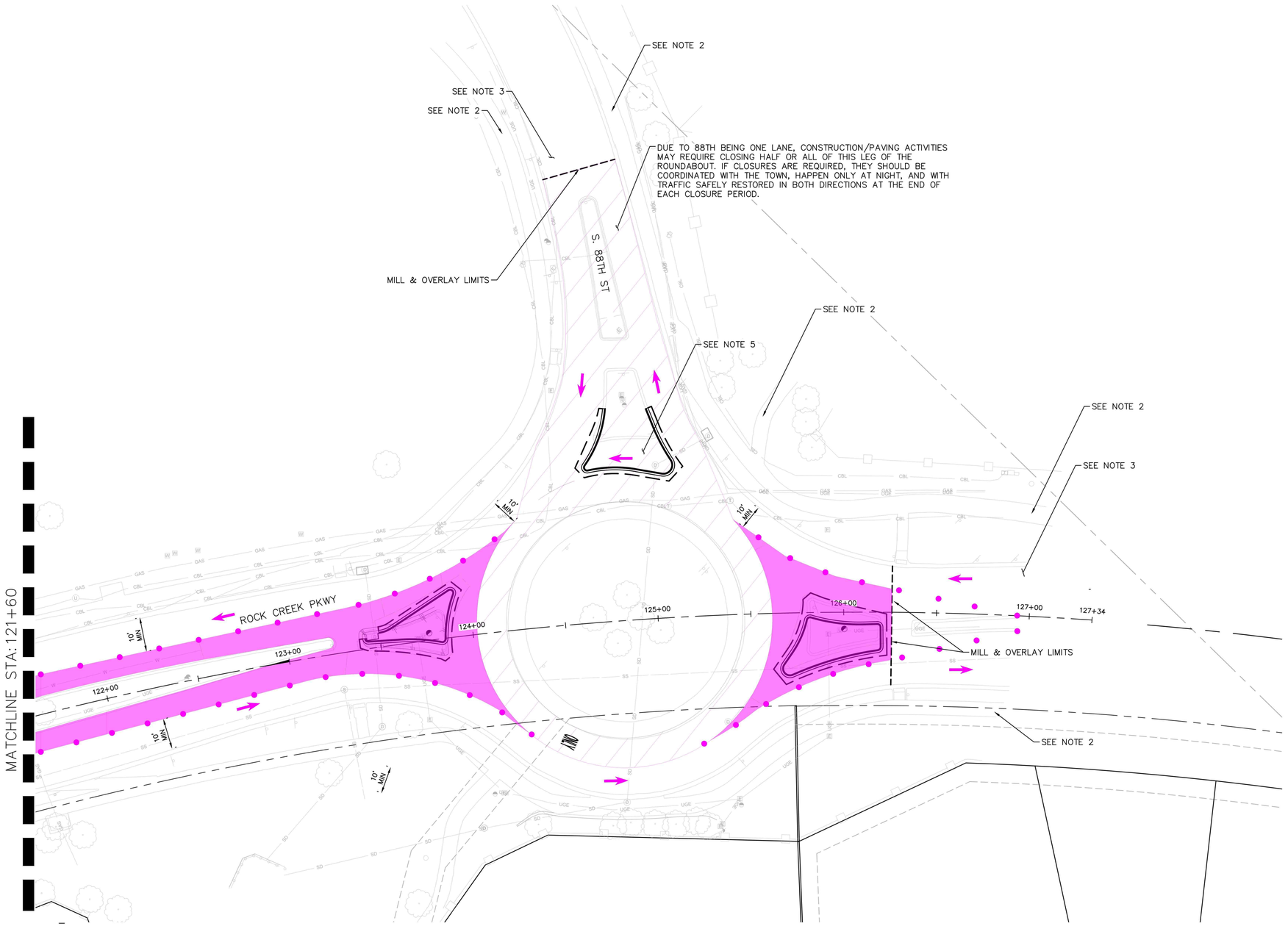

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DESIGNED BY: TJL
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TOWN OF SUPERIOR
ROCK CREEK PARKWAY IMPROVEMENTS - 100% DESIGN
SUGGESTED CONSTRUCTION PHASING – PHASE 2

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

DRAWING NAME
SUGGESTED PHASING (P2).dwg

SHEET NO.
51

K:\DEN_PublicSector\296118000_Town of Superior_Rock Creek RAB\CADD\SHEETS\SUGGESTED PHASING (P2).dwg

PROJECT OPINION OF PROBABLE COST

PROJECT:	ROCK CREEK PARKWAY IMPROVEMENTS -
PROJECT LOCATION:	TOWN OF SUPERIOR, CO
SUBMITTAL:	100%
DATE:	5/21/2025

Kimley»Horn

PAY ITEM NO.	*ITEM DESCRIPTION*	*UNIT*	*QUANTITY*	*UNIT COST*	*EXTENDED COST*
1	MOBILIZATION	LS	1	$ 250,000.00	$ 250,000.00
2	SOILS AND CONCRETE TESTING	LS	1	$ 25,000.00	$ 25,000.00
3	SEDIMENT AND EROSION CONTROL	LS	1	$ 50,000.00	$ 50,000.00
4	CONSTRUCTION SURVEY	LS	1	$ 50,000.00	$ 50,000.00
5	LANDSCAPE RESTORATION	LS	1	$ 50,000.00	$ 50,000.00
6	UNFORSEEN UTILITY CONFLICT ALLOWANCE	LS	1	$ 25,000.00	$ 25,000.00
7	CLEARING AND GRUBBING	LS	1	$ 50,000.00	$ 50,000.00
8	REMOVAL OF ASPHALT MAT (FULL DEPTH)	SY	3928	$ 35.00	$ 137,480.00
9	REMOVAL OF ASPHALT MAT (PLANING)(4")	SY	16821	$ 25.00	$ 420,525.00
10	REMOVAL OF SIGN POST	EA	7	$ 250.00	$ 1,750.00
11	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	SY	55	$ 30.00	$ 1,650.00
12	REMOVAL OF MEDIAN LANDSCAPE ROCK	SY	175	$ 30.00	$ 5,250.00
13	REMOVAL OF FLEX POSTS	EA	24	$ 50.00	$ 1,200.00
14	REMOVAL OF INLET	EA	2	$ 1,000.00	$ 2,000.00
15	REMOVAL OF PIPE	LF	3	$ 85.00	$ 255.00
16	REMOVAL OF PAVEMENT MARKINGS	SF	311	$ 8.00	$ 2,488.00
17	REMOVAL OF PUSH BUTTON	EA	1	$ 250.00	$ 250.00
18	ADJUST MANHOLE	EA	6	$ 1,500.00	$ 9,000.00
19	ADJUST VALVE BOX	EA	4	$ 1,250.00	$ 5,000.00
20	RESET FIRE HYDRANT	EA	1	$ 5,000.00	$ 5,000.00
21	RESET LIGHT STANDARD	EA	4	$ 3,000.00	$ 12,000.00
22	12 INCHES OF CHEMICALLY STABILIZED CONCRETE BASECOURSE	CY	980	$ 40.00	$ 39,200.00
23	REMOVAL OF CONCRETE SIDEWALK	SY	451	$ 25.00	$ 11,275.00
24	REMOVAL OF CURB & GUTTER	LF	1495	$ 15.00	$ 22,425.00
25	RESET SIGN PANEL	EA	14	$ 75.00	$ 1,050.00
26	18-INCH REINFORCED CONCRETE PIPE	LF	7	$ 250.00	$ 1,750.00
27	MANHOLE BOX BASE (5 FOOT) WITH 4 FOOT MANHOLE	EA	1	$ 15,000.00	$ 15,000.00
28	INLET TYPE R L 5 (5 FOOT)	EA	2	$ 12,500.00	$ 25,000.00
29	2 INCH ELECTRICAL CONDUIT	LF	20	$ 30.00	$ 600.00
30	WIRING	LS	1	$ 5,000.00	$ 5,000.00
31	SIGN PANEL (CLASS I)	SF	203	$ 50.00	$ 10,150.00
32	FLASHING BEACON	EA	5	$ 1,500.00	7500
33	STEEL SIGN POST (2X2 INCH TUBING)	LF	189	$ 75.00	$ 14,175.00
34	PEDESTRIAN PUSH BUTTON POST	EA	1	$ 3,750.00	$ 3,750.00
35	THERMOPLASTIC PAVEMENT MARKING	SF	2140	$ 80.00	$ 171,200.00
36	EPOXY PAVEMENT MARKING	GAL	46	$ 1,000.00	$ 46,000.00
37	TRAFFIC AND PEDESTRIAN CONTROL	LS	1	$ 150,000.00	$ 150,000.00
38	CONCRETE SIDEWALK (6 INCH)	SY	329	$ 105.00	$ 34,545.00
39	CONCRETE CURB RAMP	SY	169	$ 185.00	$ 31,265.00
40	VERTICAL CURB & GUTTER	LF	1087	$ 50.00	$ 54,350.00
41	MEDIAN CURB & GUTTER	LF	793	$ 40.00	$ 31,720.00
42	2" CURB	LF	1042	$ 45.00	$ 46,890.00
43	CONCRETE TRUCK APRON	LF	91	$ 250.00	$ 22,750.00
44	CONCRETE MEDIAN COVER	SY	1155	$ 20.00	$ 23,100.00
45	HOT MIX ASPHALT (GRADING S)(75)(64-22)	TON	4000	$ 120.00	$ 480,000.00
46	HOT MIX ASPHALT (GRADING SX)(75)(64-22)	TON	3200	$ 140.00	$ 448,000.00
47	ROCK MULCH	SY	721	$ 30.00	$ 21,630.00
48	BLUE FESCUE (ORNAMENTAL GRASS)	EA	25	$ 65.00	$ 1,625.00
49	DOGWOOD (DECIDOUS SHRUB)	EA	10	$ 120.00	$ 1,200.00
				TOTAL CONSTRUCTION COST	$ 2,374,998.00
				CONTINGENCY (10%)	$ 237,500.00
				TOTAL PROJECT COST ESTIMATE	$ 2,612,498.00

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Town Board
Meeting Minutes

May 12, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6 p.m.

Dinner with Parks and Recreation Advisory Committee (PARC)

Call to Order Meeting of Town Council

Pledge of Allegiance

Roll Call

Present:	*Mayor Mark Lacis* *Mayor Pro-Tem Jason Serbu* *Council Member Mike Foster* *Council Member Jenn Kaaoush* *Council Member Neal Shah*
Absent:	*Council Member Heather Cracraft* *Council Member Stephanie Miller*
Others Present:	*Town Manager Matt Magley* *Town Attorney Nick Hartman* *Town Clerk Shannon Dujardin*

Approval of Agenda with items 6e & 6f pulled

Motion: Council Member Neal Shah moved to approve the Agenda with items 6e & 6f pulled, seconded by Mayor Mark Lacis. Vote: CARRIED. 5 – 0, 2 Absent

Council Reports

Public comment made by George Kupfner and Brad Walker

Presentations – Block 7 Concept Plan

Project Updates – Pool Improvements Public Engagement and Cost Estimates

Consent Agenda

Motion: Council Member Neal Shah moved to approve the consent Agenda except for 6d (first reading), 6e, and 6f, seconded by Mayor Pro-Tem Jason Serbu. Vote: CARRIED. 5 – 0, 2 absent

Consideration of Resolution Approving Construction Contract for Rock Creek Parkway/McCaslin Intersection

Motion: Council Member Neal Shah moved to approve a Resolution Approving a Construction Contract for Rock Creek Parkway/McCaslin Intersection, seconded by Mayor Mark Lacis. Vote: CARRIED. 5 – 0, 2 absent

Consideration of Resolution Approving a Goat Grazing Agreement for FEMA Hazard Mitigation Grant Program

Motion: Council Member Mike Foster moved to approve a Resolution for a Goat Grazing Agreement for FEMA Hazard Mitigation Grant Program, seconded by Mayor Pro-Tem Jason Serbu. Vote: CARRIED. 5 – 0, 2 absent

Consideration of Request for Economic Development Program Incentive for Proposed Downtown Superior Restaurant – bb.q Chicken

Motion: Council Member Jenn Kaaoush moved to approve a $75,000 grant with a $25,000 Sales Tax rebate for bb.q Chicken payable upon issuance of Certificate of Occupancy, seconded by Mayor Pro-Tem Jason Serbu. Vote: CARRIED. 4 – 1, Yes: Lacis, Serbu, Kaaoush & Foster. No: Shah, 2 absent

Consideration of Resolution of Town Council of the Town of Superior Accepting A Petition for Annexation of a Parcel of Land Located in Unincorporated Boulder County and Setting a Public Hearing on the Annexation (Turnbull Property)

Motion: Council Member Neal Shah moved to approve a Resolution of Town Council of the Town of Superior Accepting A Petition for Annexation of a Parcel of Land Located in Unincorporated Boulder County and Setting a Public Hearing on the Annexation (Turnbull Property), seconded by Mayor Pro-Tem Jason Serbu. Vote: CARRIED. 5 – 0, 2 absent

Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the Kupfner litigation and related matters.

Motion: Council Member Neal Shah moved to enter Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the Kupfner litigation and related matters, seconded by Council Member Mike Foster. Vote: CARRIED. 5 – 0, 2 absent

Action on Executive Session

Motion: Mayor Mark Lacis moved to authorize the Town Attorney to consent to any effort to consolidate, seconded by Council Member Mike Foster. Vote: CARRIED. 5 – 0, 2 absent

Adjournment 11 p.m.

_____
Jason Serbu, Mayor Pro-Tem

_____
Shannon Dujardin, Town Clerk

AGENDA
ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)
March 13, 2025
5:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

1. Call Meeting to Order (5:34pm)
2. Preliminary Matters
    - Roll Call
      Present: Jim Zarske, Michelle Gazarik, Miles Hoffman, James Lester, Lisa Barnes, Sarah Nick
      Absent: John Schallau, Nikki Hewett
      Staff present: Alexis Bullen
      Town Council Liaison present: Jenn Kaaoush
    - Approval of Agenda
        - Motion: Michelle
        - Second: Lisa
        - All approve
    - Public Comment (limit 5 minutes/person)
        - None
3. Updates
    - Town Council Liaison
        - NA
    - Town Staff
        - Received a Resource Central grant to remove turf and install garden in a box – about 2k square feet. South side of Founder's Park.
        - O&M building in design phase – Alexis working with them to incorporate sustainability measures. Office side easy, electrification, heat pumps, not going for the certification, but aligning to LEED standards. Likely Silver.
            1. Bay side may not be able to be fully electrified due to technology/costs.
        - New waste service update. Week of the 24th will be chaotic. There will be a waiver for people out of town for spring break, etc.
            1. Delivery Delay Form – Monday deadline
        - Touch a Truck – 100 compost caddies available. Miles to circulate on socials.
        - One potential ACES candidate, interview on April 14th.
4. Discussion Items
    - Budget Presentation
        - Alexis gave an overview of the budgeting process, including the current year's budgeted items.

- 2025 - $50k electrification grant match
    1. Could go towards pool electrification
- Level 3 charging capacity at the new O&M building
- Water budget – Resource Central programming and resident rebates
- Sustainability budget reviewed for 2025
- Considerations for 2026 – would we want to update/develop the next plan
- Discussion on incorporating a decarbonization plan within the CAP.
- Discussion on budget process for 2026.
    1. Brainstorm in April
    2. Final recommendations in May

- SuperiHER Discussion
    - March 14th event for women owned businesses
        1. Nikki and Sarah attending event and engaging businesses
        2. Idea to offer an hour of ACES time to raffle off to consult with a business.
            a. Yes, we'll offer up this as a raffle item to work with ACES. Nikki will be the point for this.
- ACES 2025 Events and Messaging
    - Saturday's Touch a Truck event – Michelle still working on the 1-pager
        1. Will have the 1-pager for what to expect as well
    - **Alexis will send the list of ACES reps for all events to Michelle to put into the messaging document.**
    - ACES to think about messaging that tie into summer concert series
    - Farmers Markets – a best opportunity to reach people (fall 2025)
        1. **Think about best messaging for these events.**
- ACES-Council Dinner Discussion Items
    - Board is aligned, and knowledgeable in this space
    - 4/28 is the dinner (6-7pm) – often turns into a bit of a free for all
    - For this Board – a good place to ask for help (communications, in person events, etc.)
        1. Normalizing and being an example
    - Board education/Decarb 101, other future education series
    - Budget/action plan
    - Community Engagement
    - Compost behavior change
    - For the board dinner, give them a survey for what they want to hear about as a future presentation/board meeting
    - **Alexis and Jim to consolidate before the meeting, consulting last year's notes for the dinner as well**
- Action Items

- **Alexis will send the list of ACES reps for all events to Michelle to put into the messaging document.**
- **ACES to continue to populate messaging for 2025 events**
- **Discussion on raffle winner engagement**
- **Alexis and Jim to consolidate ideas for the Board Dinner**

5. Adjourn 7:14pm
    - Michelle motion
    - Lisa second
    - All approve

AGENDA
ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)
April 10, 2024
5:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

1. Call Meeting to Order 5:30 PM
2. Preliminary Matters
    - Roll Call
      Present: Jim Zarske, Michelle Gazarik, Lisa Barnes, Nikki Hewett, Sarah Nick
      Absent: Miles Hoffman, James Lester, John Schallau,
      Staff present: Alexis Bullen
      Town Council Liaison present: Jenn Kaaoush
      Maria Galvez (visitor from Monarch High School)
    - Approval of Agenda:
      Lisa moved to approve, Nikki seconded, unanimously approved
    - Public Comment (limit 5 minutes/person): None
3. Updates
    - Town Council Liaison
        - Thanks to Alexis for the document about sustainability that she provided for the Consortium of Communities meeting.
        - Town Council is starting discussions about budget.
        - Town Council has not received many comments about the new waste disposal service
    - Town Staff
        - Superior received WaterNow Alliance Project grant for consultant help on non-functional turf removal
        - Superior hired Risking Joy to begin our compost behavior change project with the Boulder County Sustainability Grant funds. A survey is the first step.
        - The new disposal service has started. Residents will receive their first bill for the new service on May 11.
        - Superior is doing another round of solar co-op with Boulder County.
4. Discussion Items
    - Budget Brainstorm
        - Staff suggestions:
          Xeric planting in Rock Creek Medians
          Sustainability additional to the pool renovations (EV charging, etc.)
          Support $50K grant for electrification projects
        - ACES member suggestions:

Develop partnerships and look for resources
Measuring devices
Upgrade electrical service for food trucks (from $50K grant?)
Solar panels for lights/signs
New bike racks (to replace oxidized bike racks)
Educational workshops
Public trash bin covers – consider different ideas for recycling (clear bins, faces on bins, vertical signs, etc.)
Waste audit of public bins – possibly by ACES team members

- ACES will have a pre-meeting at 5:00 PM next month to determine budget recommendations.

- ACES-Council Dinner Discussion Items - April 28 6:00 – 7:00 PM
  - Intro from ACES Chair
  - Asks of Town Council for events and resident topics
  - Budget Discussion
    - Medians
    - Pools
    - Turf removal and policy roadmap outcomes
    - Decarbonization Plan
  - How can ACES support the Town Council for future sustainability presentations:
    - Electrification/decarbonization 101
    - Carbon offsets, credits, RECs
    - Race to net zero and science-based targets
- Action Items
  - 2026 Budget Recommendations

5. Adjourn: 7:15 PM
   - Lisa moved to adjourn, Jim seconded, unanimously agreed to adjourn.

AGENDA
ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)
May 8, 2024
5:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

1. Call Meeting to Order 5:32pm
2. Preliminary Matters
    - Roll Call
      Present: Jim Zarske, Michelle Gazarik, Miles Hoffman, James Lester, Lisa Barnes, Sarah Nick, John Schallau
      Absent: Nikki Hewett, John Heckman
      Staff present: Alexis Bullen
      Town Council Liaison present: Jenn Kaaoush
    - Approval of Agenda
        - Michelle motions to approve
        - Miles second
        - Motion passes
    - Public Comment (limit 5 minutes/person)
        - None
3. Updates
    - Town Council Liaison
        - Jenn couldn't make the dinner, so asked for how Town Council dinner went (later discussion item, so tabled)
        - Town Council has received emails from Rock Creek HOA residents asking not to go on Town waste contract in 2028 solely based on the HOA led survey. Town is reading and responding to emails as possible and providing fact-based responses.
    - Town Staff
        - Partnered with Chamber to create and award the Green Business Award, given to Tequila Y Mezcal.
            1. The restaurant has invested in upgrading space and machinery
            2. ACES can use extra 4 tix - let Austin know if you want to attend
            3. Wednesday, June 4th in the evening is the celebration
        - Comp plan update - engagement ongoing with residents.
            1. Will get another update next month from the Town
        - Speaker series on housing, transportation, open house for residents
        - Nature Based Solution Toolkit (Link)
        - Republic is open to ACES touring their compost site. Alexis to send out a doodle poll (site is in Bennett)

- Austin will be the staff liaison next month (Alexis out for a conference) - Compost behavior change consultants will join and Planning will present on Comp Plan

4. Discussion Items
    - ACES-Council Dinner Debrief
        - Jim led conversation and recap.
        - Most of ACES were present at the dinner.
            1. Thanked Council for all accomplishments so far
            2. Asked about public-developed sustainability ideas/initiatives
                a. People like the goats for grass
                b. Mentioned composting training coming up – get more residents involved.
                c. Survey should be live on new waste processes.
                d. Discussed herbicides and pesticides - informed by OSAC/Parks
            3. Budget review - main topics, good/better/best for median turf solutions. Also think about turf removal include the strips between sidewalk and road.
            4. Alexis discussed Northern Water partnerships
            5. Pool and O&M building sustainability opportunities
            6. Decarbonizing town facilities - can set a cap and get scope from contractors (how to develop actionable steps to decarbonization)
            7. Future presentations for ACES to the Town Board (Electrification, Carbon credits, race to net zero, etc.)
            8. Town brought up some residential turf removal, community gardens - could we offset taxes by using their property - could be difficult.
            9. Pool assessments - encouraged the board to ask hard questions to the contractors - can we electrify pool heating, solar hot water heating, etc.
        - Discussion on process for contracting for the pool work. When can public examine the work proposed. Parks and rec in charge of the project. They toured other pools, looked for sustainability aspects, etc. Sustainability is invited as part of the process.
            1. Could put in OPR to drive more sustainability aspects of RFP responses. Discussion on whether ACES could participate in standards development
    - Neighborhood Eco-Leaders
        - Compost caddy giveaway/ambassadors (thanks to John, Lisa, Mike Foster)
            1. John and Lisa - connect with the neighborhood to give away caddies
                a. Reps in all areas except Calmante
                b. DTS is struggling to engage, others are giving away the caddies.
                c. Gateway to answering questions from residents on composting

d. Bring in the Eco leader network - through EcoCycle - learn about zero waste strategies and diversion strategies. Goal of becoming the neighborhood liaison. Nikki may be interested as well
e. Discussion on CSA impacts and opportunities
f. Discussion on hosting tables at summer concerts
g. Action item: Invite Molly (EcoCycle) to host a Superior Eco Leaders training for ACES and others in Superior

- Events
  - Electrification Expo
    1. Event will be similar to last time
    2. Tables inside, EV ride and drive, showcase, etc.
    3. Causal/mingle/etc.
    4. Compost workshop 1-2, 2-3 - growing your own (still spots left)
    5. Lisa and Michelle to use induction to make chocolate covered strawberries
  - National Trails Day
    1. Michelle will be tabling for EcoCycle - do we want a table? ACES decided no, and Michelle can rep us as well.
  - Giveaways
    1. Swag - 50 bags, 40 utensil kits, compost caddies, does ACES want more?
    2. Discussion on gift cards vs. physical items
    3. Move this discussion to next meeting. Action: review events spreadsheet at the pre-meeting, define the process and needs. Alexis to confirm budget.
    4. ACES seemed to like the idea of gift card raffles instead of swag.
- Finalize 2025 budget asks
  - Ready to vet items.
  - Currently no budget so ACES should support the effort (xeriscaping/pool renovations - good/better/best to the xeriscape bullet)
  - Agree for pool. Consider - solar hot water system, solar with boiler back up.
    1. Also ensure pool covers, heat pump/electrified pool buildings.
  - For the matching grant funds, they would support various grant applications - money would go to general fund if not used.
  - Could do a decent decarb study for $50k – roadmap RFP approach.
  - All other items are not an effective use of town's budget.
    1. Miles: Motion to support the proposed on-going sustainability operating budget, as well as modified staff recommendations of xeric planting in Rock Creek medians, "above and beyond" sustainability additions to the pool renovations and $50k in sustainability grant match funding and an ACES proposed recommendation of an additional $50k for a building

decarbonization roadmap for Town facilities. Jim seconds. Motion passes

5. Adjourn (7:19).

   Michelle motions. Jim seconds. Motion passes.

MEETING NOTES
Cultural Arts & Public Spaces Committee (CAPS)
APRIL 24, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom or view the meeting on YouTube (closed captioning available). The recording of the meeting will be made available after the meeting on YouTube and at SuperiorColorado.gov

1. Call Meeting to Order
   Chairman Andrew Vaughan called the meeting to order at 6:02 p.m.

2. Preliminary Matters
   a. Roll Call: Andrew Vaughan, Stephanie Coffin, Chris Nunes, Susan Chevalier, Brandon Opalka, Sherry Smith, Suz Benson
      Absent: Liza McKenzie
      Staff Present: Jennifer "JG" Garner, Arts and History Supervisor
      Town Council Liaison Present: Neal Shaw

   b. Approval of Agenda
      Susan moved to approve the agenda, Stephanie seconded.
      Unanimously approved.

   c. Public Comment (limit 5 minutes/person)
      There was no public comment.

3. Staff Updates:
   a. Q1 Budget Report
      JG presented the Q1 budget report and indicated there has not been much spending thus far.

   b. Revised Programming Calendar
      JG reviewed changes to the programming calendar, specifically addressing the seven music events. Given the four staffers in charge of dedicated Town events and programming, plus the high volume of Town programming overall, there is concern about need for longer term planning, potential event oversaturation and/or programmatic overlap. JG, Mikaela and Suz met to discuss suggested adjustments with the outcome of potentially moving the two senior music workshops to the SCC's senior program lineup, the Swiftie Karaoke and Battle of the Bands to Town Events.

   c. Communications Deadlines
      Reminder of upcoming content deadlines for JG and the Communications team.

   d. Lot 8 Development and Public Art

JG and Neal shared the upcoming development of Lot 8 into apartment housing and the public art developer agreement. CAPS may be consulted for input but will not have decision-making authority in this matter.

4. General Updates & Debriefing
    a. Updates
        i. Marshall Fire Remembrance Subcommittee
        Andrew provided an update on the all-advisory group subcommittee and that a rough draft RFQ has been submitted to the PROS project manager for review and posting. Regarding fundraising and the possibility of a foundation formation, Neal discussed the possibility of a reorganization of Superior Rising.

    b. Debriefing
        i. Superior Pairings: Art Meets Nature
        Susan shared that the event was well attended and considered it a success. Plans are underway for future events, with the hope of utilizing the new downtown location. Videographers documented the event and it was also livestreamed to Channel 8 and YouTube.

    c. Upcoming Events
        i. Photo Walk; Saturday, May 10, 4:00–6:00 p.m.
        Andrew reported that all preparations are complete and no further needs were identified for the event.

        ii. Drum Circle; Sunday, June 8, 11:00 a.m. at Purple Park
        JG stated that the event time was updated to 11 a.m. from 9 a.m. to minimize noise disturbance for neighbors. The event is ready and only requires signage, but Suz will need to help finalize that planning.

5. Work Plan Check-In
    a. Stained Glass Workshop June 21
    Stephanie will send photos and a supply list to JG; the workshop is already scheduled and expected to run efficiently.

    b. Superior Pairings #3 June 24
    The event is fully scheduled, and most preparations are complete.

    c. Geocaching Initiative
    Stephanie provided visual examples of geocache boxes and described typical contents, along with guidelines in accordance with Geocaching.com. She will send JG the necessary application, swag ideas, and compliance requirements.

    d. Rainworks Project
    Sherry shared details on the longevity of Rainworks and how the art continues to appear for several weeks after application. She will send purchasing information to JG. Installation locations will be presented at the next meeting.

    e. Civic Center Digital Exhibit June 18
    While the event is not yet finalized, Chris discussed continuing with the previously agreed-upon plan for CAPS having a digital exhibit at the space. He will coordinate with Mikaela and/or JG to prepare and install the screens. Exhibit content to be shared at the next meeting; JG reminded that the exhibit(s) need to be Mp4 files on thumb drives to operate smoothly on the screens.

f. Music Events
Suz reviewed the upcoming music events and discussed potential changes to locations. Final details will be determined as the event dates approach.

g. Mural Planning
Discussion was tabled until the next meeting.

h. Artwork Plaques
JG, Andrew, and Dalton (SHC) met to discuss various plaque types and QR code possibilities and how the two committees and respective Town collections could be consistently identified. Andrew shared examples of plaques and QR uses. CAPS approved of the candidate design options, so Andrew, JG, and Dalton will continue to move this forward.

6. Discussion Items
   a. Neighborhood Sponsorship Proposal (Vote)
   Stephanie moved to approve the sponsorship application in the amount of $500 for mulch within the Lanterns Lane mailbox area. Motion was seconded by Susan.
   Unanimously approved.

   b. Prairie Dog Rollout Update
   JG shared an inventory page of where all eleven of the prairie dog sculpture are currently residing and where plans are for five of them to go. The baseball prairie dog remains in need of repair, which Stephanie will complete this spring. JG will continue to coordinate with the Parks team to install the three sculptures at their designated locations, and one at the Civic Center.

   c. Council-Committee Dinner Planning
   A reminder was issued regarding the need for agenda and budget planning for the upcoming dinner scheduled for Monday, August 25. Neal suggested very high-level budget planning.

   d. Noble Wins – Sustainable Public Art Furniture
   Discussion item noted; further details to be presented at a future meeting by JG.

   e. ARTery Future Plans
   There is a possibility of reworking the path and will require further discussion and input from CAPS in an upcoming meeting.

7. Andrew moved to adjourn the meeting at 7:58 and it was seconded by Stephanie.

Next Meeting: Thursday, May 22, 2025, at the Superior Community Center

AGENDA NOTES
OPEN SPACE ADVISORY COMMITTEE
MAY 14, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom or view the meeting on YouTube (closed captioning available). The recording of the meeting will be made available after the meeting on YouTube and at SuperiorColorado.gov

1. **Call Meeting to Order (6:00):** The meeting was called to order by the chair at 6:00pm.
2. **Preliminary Matters**
   a. **Roll Call (6:00):**
   Present: Todd Gleeson, Joann Maneri, Amber Greves, Michael McDonnell, Kara Neuse (Chair), Rita Trainor (Vice Chair), Christi Verbeck and Jeff Wade. The members present constituted a quorum.
   Absent: Tracey Bain
   Staff Present: Phary Om (Ranger, Staff Liaison), Leslie Clark, (PROS Director)
   Town Council Liaison Present: Mike Foster
   Public Attending/Online: none
   b. **Agenda Approval (6:05):** The chair asked for any corrections or additions to the agenda. None being offered, the agenda was approved by consensus.
   c. **Public Comment (limit 5 minutes/person) (6:07):** There were no public comments in person or virtually.
3. **OSAC Discussion Items**
   a. **Staff & Town Council Liaison Updates [Leslie/Phary/Mike] (6:15):**
   Phary Om: Purple Park Fishing Clinic was a success. Attendance included 40 kids plus parents. Pollinator events cancelled due to plant unavailability; will reschedule for June/July. Weed Warriors event at Miner's Park May 21, 9-11am. Migratory Bird Day Saturday May 17. Attending OSAC members to receive final assignments.
   Leslie Clark: Coyote Ridge parking lot construction documents being finalized for bids. Goat grazing this summer will start in July and include five Town areas. Town missed deadline for BOCO Youth Corps application so will sponsor its own Youth Steward Program with youth leader and 6-8 "stewards" to be hired.
   Mike Foster: Appreciated OSAC turnout at Town of Superior (TOS) Council dinner last month, and acknowledged Town 15 citizen input to Council that followed. Judge

decided against TOS position on JeffCo Airport lawsuit. Town will appeal with appeal decision likely 12-18 months away. Marshall Fire lawsuit tentatively scheduled to go to trial in September.

b. **Butterfly Pavilion-Harney Lastoka Open Space Study Report (6:25):**
Madeline Barr, Community Habitats Coordinator at Butterfly Pavilion presented Powerpoint summary and handout on results from 2024 transect study of Harney Lastoka Open Space (HLOS) vegetation conducted for the ToS by Restoration Master Volunteers trained in plant identification by Butterfly Pavilion. Data from June-August, 2024 from six transects equally distributed North and South of Rock Creek in HLOS indicated that at that time vegetation covered approximately 78% of surface area, native plant species covered 19% and 38% of surface area (South and South transects respectively), and 57% and 39% introduced species (South vs North). Dominant species were identified. There was no pre-grazing data collected so no conclusions could be drawn regarding goat grazing impacts on vegetation. Butterfly Pavilion and ToS will collaborate on future vegetation studies and will consider study designs that will allow insight into goat grazing effects on open space vegetation.

c. **Designing Resilient Urban Landscapes (6:35):**
OSAC reviewed the Urban design toolkit produced for Boulder County that promotes urban climate resilience and maximization of green infrastructure. The toolkit summary and link to the toolkit can be found at https://content.govdelivery.com/accounts/COBOULDER/bulletins/3dc6675. Toolkit was referred to Wildlife Encouragement and Wildfire Teams for possible use.

d. **Boulder County Landscape Architects to help with Coyote Ridge Trail Design (6:45):**
Councilman Foster reported that BOCO currently has no capacity to provide Coyote Ridge trail design expertise. He did share a short list of consultants that have been used by BOCO Open Space.

e. **Property Evaluations (6:55):**
Rita Trainor sent OSAC members an Excel workbook for evaluating properties. Ranking criteria were discussed at length, including how to access property values and its importance in ranking. OSAC's role to assess property attributes from an open space perspective rather than balancing those considerations against potential tax revenue or other development opportunities was also discussed and reaffirmed. Updated tax assessor data on property values will be provided and OSAC members are to complete rankings by May 31.

f. **Town Council Meeting Issues (7:05):**
No additional issues were raised.

g. **Open Space Feedback on our Mission Statement for Town's Comprehensive Plan (7:15):**
OSAC reviewed the Mission Statement for PROS for inclusion in the TOS Comprehensive Plan. Suggestions to simplify the mission statement were made but were found to conflict with some of the essential roles played by the Town's Parks and Recreation programs. Associated goals were modified to include reference to the Open Space Management Plan. A possibly revised Mission Statement will be revisited by OSAC next month.

h. **Naming Trails (7:25):**

Leslie Clark supplied two samples of trail naming policies. OSAC will consider in June adopting a trail naming policy drafted by Rita Trainor based on the City of Greeley policy that outlined naming process and favored naming based on native species of plants or animals or individuals central to area history.

i. **Coyote Ridge Consultant for Implementation Plan (7:35):**
There was agreement by OSAC to prepare in collaboration with PROS Director Clark a Request for Proposals/Bids for a trail consultant to evaluate Coyote Ridge trails for safety, erosion, and habitat impact and to suggest a timeline for future work. Consultant work to be funded from current year funds. A discussion to fund actual trail work next budget year on Coyote Ridge trails by a Youth Corp team or hired contractors will be incorporated into OSAC's June budget conversation.

j. **OSAC Roundtable (7:45):**
Joann Maneri reported that WET would be touring the Grasso Park renovations.

k. **Reminders (7:55):**

3.k.1.1. National Trails Day Event Saturday June 7, 9am-12pm at Coalton Trailhead

3.k.1.2. Migratory Bird Day Saturday May 17, 9am-12pm at Purple Park

4. **Standing Updates (8:05):**

a. **Raptor Program:** Peter Ruprecht sent OSAC a May activity update that announced the first sighting of a long-eared owl in Superior.

b. **Wildlife Monitoring Program:** No updates.

c. **Wildfire Update:** No updates.

d. **Prairie Dog Plan Update:** Amber Greves restated concerns about increased prairie dog activity on the western shoulder of McCaslin along BOCO Open Space and their likely migration across McCaslin into Town 15 with associated roadside mortality.

e. **Habitat Preservation Update:** Leslie Clark: TOS has consulted with MHFD who will develop a re-vegetation plan associated with any hazard tree removal in the future.

f. **Grant Asks:** No updates.

g. **Migratory Bird Day Activity:** Nothing additional to report.

h. **Communications Update (for Kevin Colon):** Leslie Clark indicated that a second reminder of the public survey on open space management preferences will be communicated.

5. **Adjourn:** The Chair declared the meeting adjourned at 8:22pm.

MEETING NOTES
SUPERIOR YOUTH LEADERSHIP COUNCIL
May 7, 2025
6:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom or view the meeting on YouTube (closed captioning available). The recording of the meeting will be made available after the meeting on YouTube and at SuperiorColorado.gov

1. Call Meeting to Order
2. Preliminary Matters
    a. Roll Call
        i. Staff present: Jeremy Hoffman, Katie Haldeman
        ii. Trustee Liaison present: Councilmember Mike Foster
    b. Approval of Agenda: Agenda approved
    c. Public Comment (limit 5 minutes/person) No public comment
3. Team Building Councilmembers shared highlights of their weeks!
4. Youth engagement in Town spaces w/ Alex Haefling
    a. Presentation on comprehensive plan - youth centered public participation and public spaces
    b. Youth have unique perspectives and wishes for what they want to see in their community–how can we center youth voices in decision making?
    c. "Third spaces" for teenagers
    d. Council split into two groups to add notes to a map of Superior about where they do/do not feel welcome as teenagers.
    e. Councilmembers completed feedback sheets about their hopes for youth engagement.
    f. Any additional feedback can be sent to Alex: planning@superiorcolorado.gov
5. Discussion Items
    a. Upcoming events
        i. 4th of July kickball (June 28th & July 4th)
            1. We have two (2) individuals signed up right now
            2. 4th of July on a Friday and softball league running right now may be creating conflicts

3. Ideas: reaching out directly to local businesses to ask if they want to participate or have a team, contact previous participants, promote at National Trails Day, yard signs, contact Superior Chamber of Commerce (Rachel)
4. Workgroup for marketing: Rachel, Kai, Sebi, Brek, Annie, Ashna
    a. Group will distribute flyers together, meet to reassess if we should move forward with kickball

ii. Senior Send Off (August meeting)

1. Any requests for where to celebrate?
    a. Ideas:
        i. Top Golf, but may be too expensive
        ii. Boondocks
        iii. Trampoline park
            1. Create carpools if we want to go somewhere farther away
            2. Decide June meeting
2. Prep for replacements for Senior Chair positions
    a. Brek, Josh, and Ashna will be graduating, leaving openings for both vice chair and secretary roles
    b. Talk to one of them if you are interested! Council will hold elections at the beginning of next session.

iii. Metro Mayor day (August)

iv. National Trails Days volunteering

1. Saturday, June 7
2. SYLC table
3. Volunteers: Brek, Ashna, Corinne, Om, Annie, Lisa, Aavika, Elle, Sebi, Neel

v. 4th of July volunteering / tabling

1. Volunteers on day: Rachel, S, Sebi, Elizabeth, Emma, Ella, Corinne, Brek?
2. No table, have volunteers run kickball (if it happens), or volunteers will do general event help

6. Staff Updates
    a. Autrey Disc Golf course now open
    b. July 2nd meeting
        i. Council vote on July meeting, decided no July meeting
    c. Civic Space opening
        i. Need volunteers for grand opening, June 18th 5 pm – 8 pm.
            1. Coloring studio and yard games.
            2. Volunteers: S, Elizabeth, Elle, Emma

7. Council Updates
    a. Council will be hearing from consultants about the pools at the Monday meeting.
    b. Council is appealing court decision on Rocky Mountain Airport, trial will take 12-18 months to resolve.
    c. Civic space opening!
8. Adjourn
    a. Meeting adjourned

PROCLAMATION
DECLARING JUNE PRIDE MONTH

WHEREAS, the Town of Superior recognizes and proclaims the month of June 2025 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month throughout the Town; and

WHEREAS, the month of June commemorates the 1969 Stonewall Riots in which members of the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) community sparked the LGBTQ+ rights movement in response to the increasing aggression and discrimination; and

WHEREAS, our nation was founded on the principle that that all people have the rights to life, liberty, and the pursuit of happiness, but this promise has been long in coming for many Americans; and the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) communities in Superior are an important part of the vibrant culture of Superior; and

WHEREAS, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ+ people in society; and

WHEREAS, we will remain committed to protecting the rights of all residents to live and work openly and authentically and support the visibility, dignity, and equality for LGBTQ+ people in our community; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to act and engage in dialogue to strengthen alliances, build acceptance, and advance equal human rights.

NOW THEREFORE, BE IT RESOLVED the Mayor and Town Council of the Town of Superior do hereby proclaim June 2025 as Pride Month in support of the LGBTQ+ community and reaffirms the Town's dedication to continue building a shared culture of inclusiveness and acceptance.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of May, 2025.

_____

Jason Serbu, Mayor Pro-Tem

PROCLAMATION

DECLARING JUNE 6th AS NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation, on behalf of JD Mangat, declares June 6, 2025, to be National Gun Violence Awareness Day in the Town of Superior to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 125 Americans are killed by gun violence; and

WHEREAS, Americans are 26 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is a mayor's highest responsibility; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their residents safe; and

WHEREAS, June 7, 2025, would have been the 28th birthday of Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later; and

WHEREAS, to help honor Hadiya and the 125 Americans whose lives are cut short and the countless survivors who are injured by shootings every day, a national coalition of organizations has designated June 6, 2025, as National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 6th to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 6th - 8th, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Town Council of the Town of Superior, CO, do hereby proclaim June 7th to be National Gun Violence Awareness Day. We encourage all residents to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of May, 2025.

_____

Jason Serbu, Mayor Pro-Tem

ITEM NO. 5e

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **First Quarter 2025 Preliminary Financial Report**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Jeff Stone, Finance Director**

PRESENTED FOR: **Discussion**

INTRODUCTION

BACKGROUND:
Quarterly the Town Council receives a summary report reviewing the financial condition of Superior. Attached is the Preliminary Q1 2025 report for the Council's review and comment and the March 2025 income statement.

ATTACHMENTS:
- 1st Quarter 2025 Financial Report
- March 2025 Income Statement



QUARTERLY FINANCIAL REPORT

1st QUARTER 2025

1st QUARTER 2025 HIGHLIGHTS

Executive Summary:

Sales tax revenues are up 11.6% through February (compared to 2024). However, 9.1% of the increase is the result of the new 0.315% 2025 Capital Improvement Program (CIP) sales and use tax. If that new tax is removed the sales tax is up 2.5%. The new sales and use tax will be allocated into two new funds. One fund for the new Capital projects fund and one fund for the new debt service fund to repay the bonds that will be issued later in the year.

The new CIP Fund revenue will be used for the debt payments on the bonds. The bond proceeds from the debt issue, to be issued later this year, will allow the Town to accelerate capital projects including street projects, pool renovations and other projects.

Other Town revenues and expenses are generally at budgeted projections.

General Overview:

March 2025 summary of Town finances:

- *Revenues*
  - General Fund (GF) revenues up 5.7% from 2024 (slightly above 2024 budgeted levels). Increase in property tax revenue, fines and forfeitures, and miscellaneous make up a majority of the revenue increase. Use tax and licenses and permits are down in 2025 when compared to 2024.
  - Total Water Fund revenues down 21.8% from 2024 (at 2025 budgeted levels). The decrease comes from a decrease in system development fees paid in 2025 for Downtown Superior and other development. Water usage in higher in 2025.

Other 2025 revenues are in-line with budgets.

- *Expenses*
  - GF up 24.3% from 2024. Higher Public Safety as 3 months of invoices were paid in 2025 and the 2024 invoice were late arriving and paid in 2nd quarter 2024. Legal and Fire building rebates are lower in 2025.
  - Water down 20.6% from 2024. The result of lower repair and maintenance (potable lines) costs and fewer capital project expenses in 2025.

Other 2025 expenses are in-line with expectations.

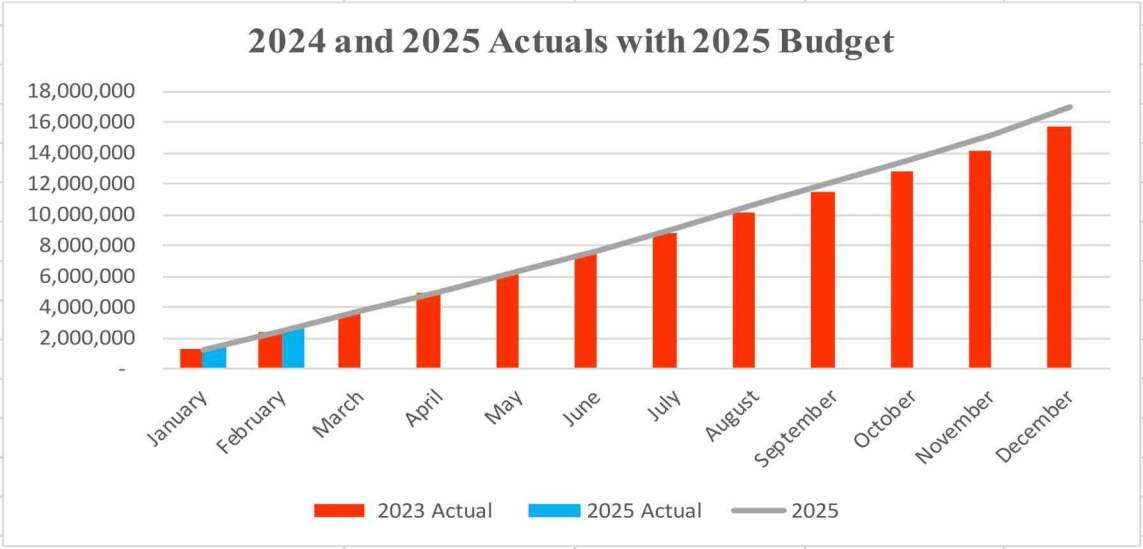
GENERAL GOVERNMENT

General Operations:

- **Revenue**. General Fund revenues are at budget expectations. The following graphs summarize Superior's sales and use tax receipts as well as total General Fund revenues:

Sales Tax Revenues - Through February 2025

(Typically one month delay because of remittance through the State)

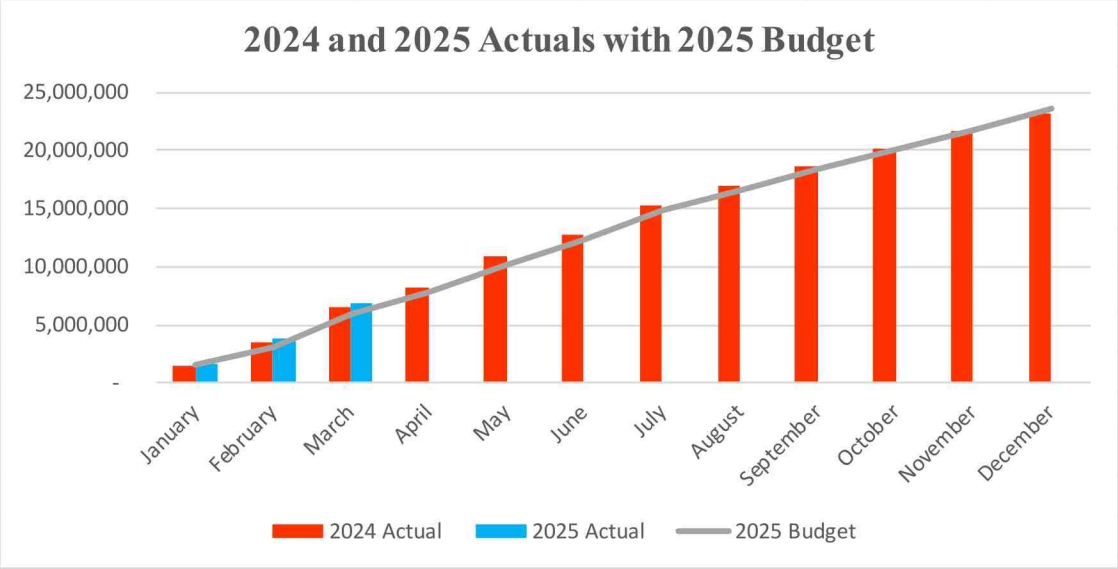


2025 YTD Change in Sales Tax Revenues

(2025 budgeted increase at 2% from 2024)
(There will be an additional 9.1% budget increase with the new 0.315% CIP Sales tax added in 2025)

	2024	2025	Variance	
January	1,259,047	1,387,217	$ 128,170	10.18%
February	2,357,397	2,631,559	274,162	11.63%
March	3,624,745		(3,624,745)	-100.00%
April	4,903,946		(4,903,946)	-100.00%
May	6,203,995		(6,203,995)	-100.00%
June	7,512,483		(7,512,483)	-100.00%
July	8,791,539		(8,791,539)	-100.00%
August	10,171,027		(10,171,027)	-100.00%
September	11,469,105		(11,469,105)	-100.00%
October	12,799,309		(12,799,309)	-100.00%
November	14,185,063		(14,185,063)	-100.00%
December	15,759,257		(15,759,257)	-100.00%

General Fund Revenues - Through March 2025



2025 YTD Change in General Fund Revenues

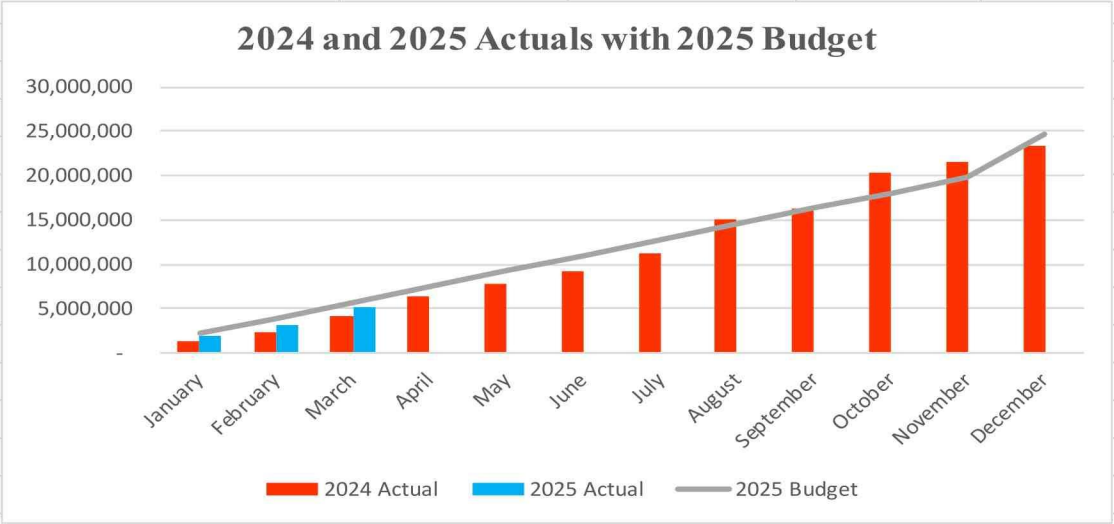
	2024	2025	Variance	
Sales & Use Tax	$ 3,783,789	$ 3,773,311	$ (10,478)	-0.3%
Property Tax	1,544,395	1,794,033	249,638	16.2%
Other Tax	205,523	220,236	14,713	7.2%
Licenses and Permits	352,245	330,474	(21,772)	-6.2%
Charges for Services	418,249	388,221	(30,029)	-7.2%
Fines and Forfeitures	28,759	75,350	46,592	162.0%
Miscellaneous	145,728	263,890	118,162	81.1%
Total Revenues	**$ 6,478,688**	**$ 6,845,514**	**$ 366,826**	**5.7%**

Notes:

- Vehicles and building use tax down to start 2025 when compared to 2024. Fewer vehicles registered and less building activity. Sales Tax up to offset decrease in use tax.
- Property tax collections and budget in 2025 are higher than in 2024.
- Court Fines up from 2024. More traffic tickets paid in 2025 from Dec 2024 violations from extra patrols. Patrols also up in 1st quarter of 2025.

- **Expenditures**. General Fund expenses are at expectations.

General Fund Expenses - Through March 2025



2025 YTD Change in General Fund Expenses				
	2024	2025	Variance	
Legislative	$ 49,947	$ 69,743	$ 19,796	39.6%
Judicial	34,880	30,533	(4,347)	-12.5%
Clerk	47,830	47,137	(694)	-1.5%
Administration	602,570	710,753	108,183	18.0%
Finance	163,517	163,643	126	0.1%
Communications	156,308	136,933	(19,375)	-12.4%
Legal Services	169,778	149,512	(20,266)	-11.9%
Public Safety	3,226	929,410	926,184	28712.1%
Building Inspections	249,130	251,418	2,288	0.9%
Parks & Recreation	706,948	736,851	29,903	4.2%
Public Works	777,450	803,220	25,771	3.3%
Non-Departmental	604,913	583,650	(21,262)	-3.5%
Fire - Building Rebates	98,946	34,424	(64,521)	-65.2%
Library	436,673	452,048	15,376	3.5%
Total Expenses	**$ 4,102,115**	**$ 5,099,277**	**$ 997,162**	**24.3%**

Notes:				
- Legislative: Board Special funds paid earlier in 2025 than in 2024.				
- Judicial: Lower personnel costs with position vacant for a few weeks in 2025.				
- Administrative (Admin): Salaries and payroll costs higher in 2025, increase in chamber support, public web page costs paid earlier in 2025 than in 2024				
- Legal Services: Higher expenses in 2025 from higher airport attorney costs				
- Public Safety: Invocies for January/February paid in 2025. 2024 didn't get invoiced until April 2024				
- Parks & Recreation: Payroll costs higher in 2025 with employee insurance elections, inflationary increases rhoughtout department				
- Public Works: Payroll costs higher in 2025 with employee insurance elections, snow removal and materials higher in 2025, traffic signal maintenance lower in 2025				
- Non Departmental: Increase result of 2024 insurance paid and 2025 not recorded until March. Office lease 3 months in 2025 and 1 in 2024				

Government Capital:

- CIP Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated sales and use tax, plus transfers from the General Fund and Marshall Fire Recovery Fund.

- **Capital Improvement Program**:

		2025			
Project	**Additional Description**	**Budget**	**Cost**	**Final Cost (If Project In Multiple Years)**	**Status**
Fence Maintenance	Yearly contract for fence maintenance throughout Town	50,000			$5,836 spent on Town-owned fence repair, will spend all
Irrigation Upgrades	Combine irrigation clocks and flow-sensing abilities to increase efficiencies in irrigation systems throughout Town	65,000			$56 spent, will spend all
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	230,000			$0 expended, will spend all through tree-replacement
Vehicles	Replace Admin Jeep and 1 ATV	60,000			$0 expended, will spend all on replacements
Community Center Building Impr.	Upgrade electrical panel for sustainability upgrades	50,000			$6,848 spent on book lockers, will spend all on electric panel upgrade and reception desk project

Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	625,000		Design/build contract awarded and design underway. Plan to submit for building permit in Q2.
Capital Building Maintenance	On-going project to maintain aging parks buildings and restrooms	15,000		$0 expended, will spend all
Playground Improvements	Projects directed by Town Council and Committee	100,000		$0 expended, will spend all
Shade Structures and Tree Additions	Addition of shade structures and trees for existing playgrounds in larger parks. Priority parks: Cabin, Castle, Big and Little Sagamore, Children's, Wildflower and North Pool	100,000		$0 expended, will spend all
Xeriscaping Projects	Ongoing enhancements throughout Town	75,000		$90,338 spent on RCP median,
Park Improvements - Shrub Bed	Multi-year project to replace the original evergreen shrubs installed at the inception of Rock Creek Ranch	75,000		$0 expended, will spend all
STC Parcel 1 & 2 Park (Superior Commons)	Install shade structure over stage. (Carryover Project from 2024) 2024 budget $50,000			50% down payment of $58,408 spent in 2024, will carry into 2025, will spend $90K
Dog Park Renovations	Ongoing irrigation improvements, soil and sod amendments at Autrey Dog Park	25,000		$0 expended, will spend all
Park Improvements - Other	General improvements throughout Town	75,000		$32,809 spent, will spend all
Park Furniture Replacement	Multi-year project to replace the original, decaying wood park furniture.	30,000		$0 expended, will spend all
Historic Projects	Phase 2 Miner's Memorial	35,000		$0 expended, will spend all
Cultural Arts and Events	Projects developed via the Creative Placemaking Master Plan	70,000		$307 spent, will spend all
Traffic Signal System Upgrades	Software and traffic detection upgrades at RCP/Indiana and Coalton/Indiana intersections	60,000		Partial upgrades complete. The remainder is in progress.

Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	75,000	Obtaining quotes
Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	625,000	Design/build contract awarded and design underway. Plan to submit for building permit in Q2.
Street Replacement Program	Design, maintenance and construction of Superior's roadways. 2025 project includes improvements to Sagamore streets, Rock Creek Parkway (McCaslin Intersection to Ped Bridge, Coalton Rd (east of Rock Creek Parkway), Downtown Superior upgrades for RTD	2,650,000	RCP/McCaslin intersection project in design and will bid in Q2 2025. Sagamore streets; bids received and to be award in April. Coalton Road in design and construction to start in Q3. DTS RTD upgrades to be completed in early Q2.
Rock Creek Parkway Underpass	Rehab of the RCP pedestrian underpass east of McCaslin Blvd. (CDOT grant funded 67%)	1,050,000	Construction underway and to be completed in Q3 2025.
Street Sealing (Slurry Seals)	Slurry seal to extend life of asphalt. Will review needs in Rock Creek	200,000	Reclamite roadway treatment to be awarded in Q2/Q3.
Traffic Calming	Install traffic calming measures as recommended by the Traffic and Safety Committee	25,000	Monitoring traffic calming needs.
Sustainability Enhancements	Allocation for this project is intended to provide funding for grant matches to pursue sustainability enhancements	50,000	TBD
Enhanced Town Facility Communications	Multi-year project, adding cameras throughout the community for enhanced safety and security	20,000	Planning
Server Replacement	Servers typically on a five-year replacement schedule. 2025 projects traffic server and new GIS server	50,000	Planning
AV/Town Boardroom Equipment Improvements	On-going improvements of Town Boardroom audio visual equipment.	20,000	In progress: Listening Technology Devices purchased; replace digital recorder
Building Capital Maintenance	On-going project to maintain aging Town buildings	30,000	In Progress: Replaced insulation in Bungalow

Downtown Superior Civic Space	Complete construction, furniture, fixtures and equipment for Downtown Superior office space provided by the master developer (Carryover project with 2024 total budget $1.4M)	600,000			In progress
Comprehensive Plan Update	Update to Town's Comprehensive Plan and Transportation Plan (Total budget with 2024 $300,000 50% grant funded)	225,000			In progress

- **Conservation Trust**: Revenues at expectations.

		2025			
Project	**Additional Description**	**Budget**	**Cost**	**Final Cost (If Project In Multiple Years)**	**Status**
Pool Repairs and Improvements	Replaster North Pool	250,000			$0 spent, will spend all
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	80,000			$2,140 spent, will spend all

Class 1 Landscape:

- Revenue. At expectations. Revenue is generated from a monthly residential landscape fee, which increased 4% in 2024 ($36.83 for single family detached home, $30.70 for condominium/duplex, $24.55 for apartment).

- Operating Expenditures. At budget expectations.

Open Space:

- Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated open space sales and use tax approved by Town voters in 2001.

- Operating Expenditures. At budget expectations.

- Capital Expenditures:

Project	Additional Description	2025 Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Parking Lot Improvements	Oerman-Roche Trailhead parking lot improvements	20,000			$0 spent, will spend all
Master Plan Implementation	Various Open Space improvements per the Master Plan to include: trail and habitat improvements, interpretive signage, etc.	50,000			$15,232 spent, will spend all
Open Space Fuel Mitigation	Mitigation of vegetation, funded by HMGP Grant. (Will need a budget amendment as grant was awarded after budget approval)				$96,050 spent on cool-weather grazing supported by BOCO SFMG (50%match). Will spend an additional $110,000 this summer supported by FEMA HMGP (17.4% match)

Open Space Debt Service:

Debt was issued in 2006 for open space purchases. The Town took advantage of our one opportunity to refund this debt, which resulted in materially lower annual debt service payments (from roughly $525k to $395k) beginning partially in 2016 and then fully in 2017. Additional debt was issued in 2020 for the Coyote Ridge land purchase. Debt service is supported by an on-going 0.3% dedicated sales and use tax approved by Town voters in 2001. Debt service payments are scheduled through 2040.

Trash and Recycling:

- Revenue. At expectations. Revenue is generated from a monthly trash and recycling fee for residential accounts in Original Town, Sagamore, Coal Creek Crossing, Rogers Farm, Calmante I/II, The Ridge, Downtown Superior and Superior Shores. The Town began this service in 2008. The Town bills customers for this service. For 2025, this fee increased to $17.90/month.

- Expenditures. At expectations. The exclusive expense for this operation is the billing from our trash and recycling provider, Waste Connections.

Marshall Fire Recovery Efforts:

- Revenue. At expectations. Revenue is generated from an on-going 0.16% dedicated sales and use tax approved by Town voters in 2022. This tax will expire in 10 years (12/31/32).

- Operating Expenditures. Revenues will be transferred to the CIP fund to support recovery projects.

SUPERIOR URBAN RENEWAL AUTHORITY – DOWNTOWN SUPERIOR

All property tax increment revenues from Downtown Superior are collected in this fund. SURA property tax increment revenues include all property tax revenue increases over the base year (2013). The incremental property tax revenues will be used to pay for a portion of public improvements inside Downtown Superior built by Metropolitan Districts and the developer. A portion of these revenues attributable to a mill levy imposed by Mountain View Fire Rescue (10 mills) and any increases in the mill levy imposed by any of the Town of Superior, Louisville Fire, Boulder County or the Boulder Valley School District (BVSD) above the base year 2013 mill levy will be returned to these governmental entities. In 2025, Mountain View Fire will receive $249,000, Louisville Fire $59,000, BVSD $99,000, and the Town of Superior $165,000.

- Revenue. Higher than budget expectations with final valuations coming in higher than estimates.

- Expenditures. Higher than budget expectations. This is a clearing fund. All revenues essentially exit as expenses.

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

Following a November 2000 vote, this District was created with taxing authority, bonding capacity and a financial framework to fund improvements to the McCaslin Boulevard/U.S. 36 interchange and surrounding area. The District consists of mostly of commercial, retail and office property southwest of the interchange, the Discovery office park and some areas within Downtown Superior. Property tax revenues from these developments are used for improvements and the maintenance thereof.

- Revenue. Above expectations. Higher property tax revenues.

- Operating Expenditures. At budget expectations.

- Capital Expenditures: At expectations.

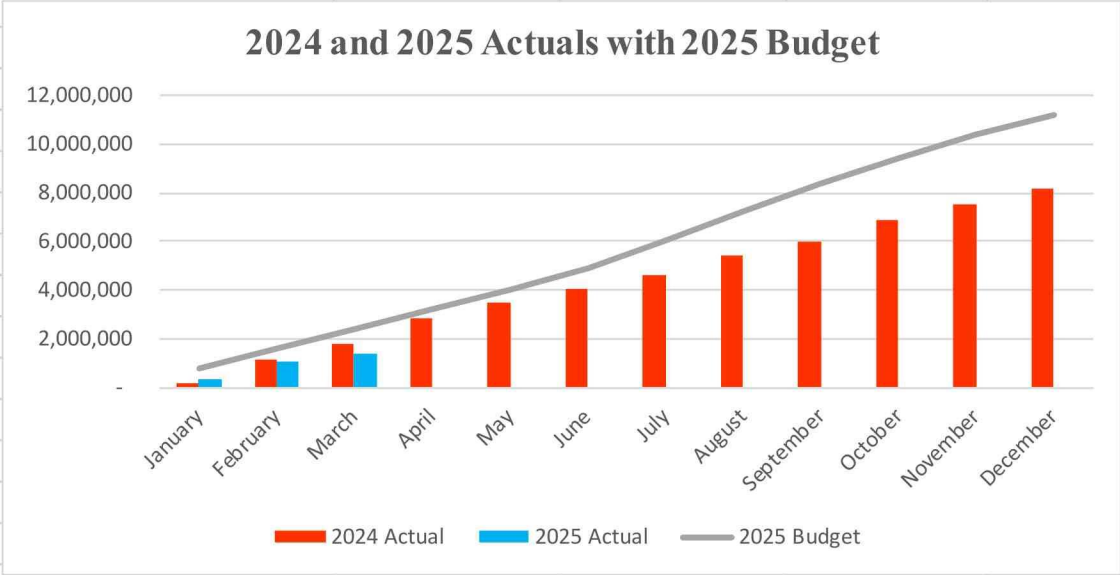
Project	Additional Description	2025 Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Street Rehabilitation	Mill and Overlay Sycamore Street and 76th Street	900,000			Design complete and construction contract to be awarded in April.
Marshall/McCaslin Bike-Ped and Signal Improvements	Add bike lanes, enhanced pedestrian facilities, right-turn lane and replace traffic signal pole (Pursuing 50% grant funding)	1,000,000			Grant awarded and kick-off meeting to be held in April, with design starting in Q2.

UTILITIES

Utility Operations:

- **Revenue**. Monthly utility service fee revenues are at expectations. 2025 utility service charge/fee increases include water operation at 7.5%, and sewer operation at 7.5%.

Water Revenues - Through March 2025



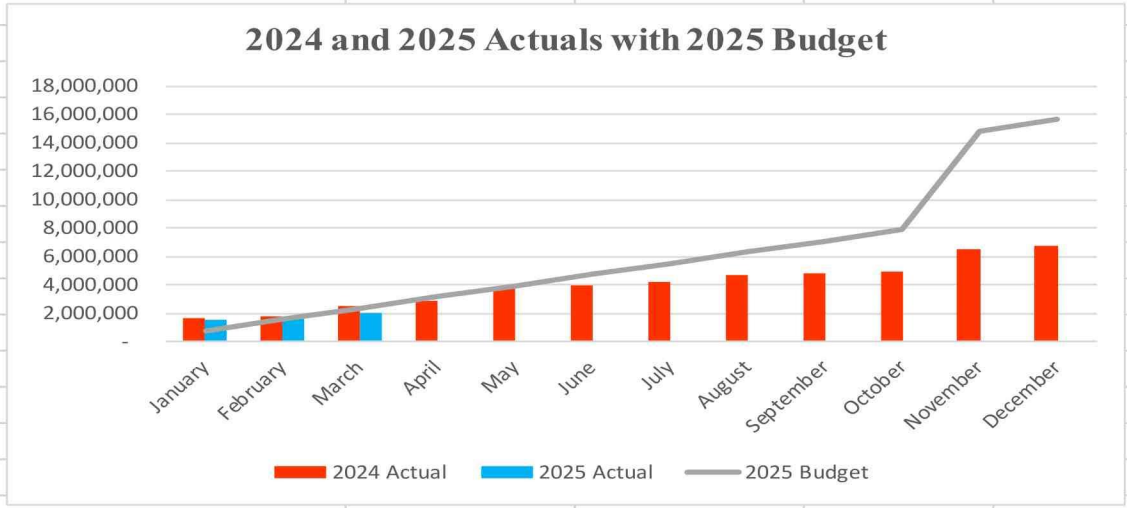
2025 YTD Change in Water Revenues				
	2024	2025	Variance	
Charges for Services	$ 511,467	$ 574,636	$ 63,169	12.4%
Miscellaneous Revenue (primarily Tap/System Development Fees)	1,258,575	809,511	(449,064)	-35.7%
Total Revenues	**$ 1,770,043**	**$ 1,384,147**	**$ (385,895)**	**-21.8%**

Notes:

Water charges for services up when compared to 2024. Lower, one-time, system connection fees received in 2025 when comparerd to 2024.

- **Expenses**. Divisional operating expenses are within budgets.

Water Expenses - Through March 2025



2025 YTD Change in Water Expenses				
	2024	2025	Variance	
Administration	$ 17,644	$ 2,853	$ (14,792)	-83.8%
Water Supply	279,613	224,939	(54,674)	-19.6%
Water Treatment	119,865	74,405	(45,459)	-37.9%
Water Storage/Distribution	131,979	36,898	(95,082)	-72.0%
Non-Departmental	165,136	195,016	29,880	18.1%
Capital Projects	1,807,631	1,467,699	(339,933)	-18.8%
Total Expenses	**$ 2,521,869**	**$ 2,001,810**	**$ (520,060)**	**-20.6%**

Notes:

- Administration: Water Conservation program Resource Central expense in 2024 not invoice yet in 2025.
- Water Supply: Windy Gap Carriage and Power expense lower in 2025.
- Water Treatment: Slower operator invoices in 2025 all expenses still in line with budget.
- Water Storage & Distribution: Potable lines repairs and maintenance lower in 2025
- Non Departmental: Insurance expense higher in 2025.
- 2025 Windy Gap Firming Project payment ($1,430,840) is lower by $186k when compared to 2024.

Beginning in 2016, SMD1's annual debt service expenses decreased dramatically. The Town took advantage of our one opportunity to refund this debt (originally issued to build Superior's Water and Wastewater Treatment plants, Storm Drainage capital infrastructure and to purchase water rights) in 2016, which resulted in materially lower annual debt service payments (from roughly $2.3m - $2.6m to $1.74m). This debt will be paid in full in 2025. These annual savings ($530k - $895k) have helped SMD1 to become financially self-sufficient (which means eliminating the transfer of monies from Superior's General Fund to support SMD1).

In 2020, SMD1's sewer operation entered into a $6.82 million loan for wastewater treatment plant improvements. The loan term is through 2049.

Utility Capital:

- **Water**:

		2025			
Project	**Additional Description**	**Budget**	**Cost**	**Final Cost (If Project In Multiple Years)**	**Status**
Repair & Maint Treatment Plant - Filter Media Replacement	Cleaning of filter media in finished potable water filters (10-year replacement schedule)	40,000	22,601		Completed
Granular Activated Carbon (GAC) System	Replace Granulated Carbon in two tanks	154,500			Testing media and cleaning agent applied to two tanks and monitoring results
WTP Clarifloculator Rebuild	Rebuild and replace all mechanical equipment internal to West WTP Clarifloculator	260,000			Planning
Reuse System Upgrades	Connect Terminal Reservoir directly to the irrigation system	150,000			Planning
Smart Meters	Replace all water meters in town with smart meters. 50% grant funded project if awarded	2,250,000			Grant application not awarded in 1st round. Grant resubmitted in2024 for possible award in 2025.
Water Main Transmission Line	New, upsized transmission water main to serve Original Town. The project will boost pressure and provide redundancy for overall Town supply	250,000			Construction underway and to be completed in Q2.

Water Pump Station Upgrades	Purchase four filtrate pumps, needed with the addition of the GAC and UV systems. 2025 pump replacement	300,000	Planning; may be able to replace seals and impellers for additional systems
WTP Building Maintenance	Replacing doors at Water Treatment Plant	60,000	Planning
WTP Sludge Drying Beds	State to require water treatment plants to provide a solids handling facility as a means of dewatering sludge before sending to landfills. 2025 work includes finishing construction of liner and sludge pumping station	230,000	Project documents in review with the EPA
Potable & Irrigation Valve Installation	Multi-year project started in 2017 to install isolation valves, blow offs and/or hydrants for the reuse mainlines. Currently there is no way to repair some mains without shutting down entire areas of the system	70,000	Valves to be installed as needed in 2025.
Fire Hydrant Replacement	On-going project to replace old and damage hydrants	25,000	Hydrants to be replaced as needed in 2025.
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	37,500	Obtaining quotes
Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	1,250,000	Design/build contract awarded and design underway. Plan to submit for building permit in Q2.
Windy Gap Firming	Continued participation in firming project - initial construction, other costs	1,460,000	We continue attending WGP firming financial and operations meetings

- **Sewer**:

Project	Additional Description	2025 Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Town wide Collection System Video Assessment	Video assessment of the existing sewer collection system to identify conditions of mainline pipe and service connections. This six-year cycle began in 2023	40,000			Obtaining quotes to complete CCTV.
WWTP Discharge Repair	Repair the swale and discharge piping.	80,000			Planning
Sludge Dewatering	Replace 25-year-old failing centrifuge unit with a dewatering sludge press system. '25 complete construction (carryover project from 2024) 2024 budget $750,000				Major equipment on site and partially installed. Project to carryover into 2025
WWTP Miscellaneous Improvements	Provide a reserve for yet to be identified capital improvements at the wastewater treatment plant.	50,000			Funds to be used as project needs arise.
WWTP Building Upgrades	Replace doors, windows and roof at WWTP	80,000			Doors are complete. May have to replace some unsafe stairs to the basement of the AWT bldg.
WWTP Biological Nutrient Removal	Federally mandated project for aeration basins improvements and blower replacements/upgrades.	2,800,000			Construction ongoing.
WWTP Process Pumps	Replace both Waste Activated Sludge (WAS) pumps (carryover project from 2024) 2024 budget $100,000				Pumps were ordered in 2024 and arrived 3/31/25. Scheduled for installation beginning April 14th
Sanitary Sewer Manhole & Line Rehabilitation	Multi-year project to rehabilitate manholes and sagging pipelines, which allows for significant ground water infiltration. This increased flow puts a strain on the wastewater plant.	75,000			Manhole lining and sewer repairs to be completed as needed.
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	22,500			Obtaining quotes

Equalization Ponds Sludge Removal	Dredged and sludge removed from equalization ponds	500,000			Contracts awarded and sludge removal to start in Q2.

- **Storm**:

Project	Additional Description	2025 Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	15,000			Obtaining quotes
Reservoir and Ponds Maintenance	Ongoing program of general pond and reservoir maintenance for the Storm Water system.	150,000			Working with Mile High Flood District on drainage improvements and pond maintenance. Sediment removal underway on Coalton Pond near fire station.

Town of Superior
1st Quarter 2025 Financial Report

GENERAL

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$5,533,707	$5,787,580	5%	$19,476,583	30%	
License & Permit	352,245	330,474	-6%	1,307,000	25%	
Charges for Services	418,249	388,221	-7%	1,751,487	22%	
Fines	28,759	75,350	162%	150,000	50%	(1)
Miscellaneous	145,728	263,890	81%	836,500	32%	
TOTAL REVENUE	$6,478,688	$6,845,514	6%	$23,521,570	29%	
EXPENDITURE						
Legislative	$49,947	$69,743	40%	$154,567	45%	(2)
Judicial	34,880	30,533	-12%	149,618	20%	
Clerk	47,830	47,137	-1%	193,715	24%	
Administration	602,570	710,753	18%	2,630,930	27%	
Finance	163,517	163,643	0%	668,645	24%	
Communications	156,308	136,933	-12%	728,128	19%	
Legal Services	169,778	149,512	-12%	920,000	16%	
Public Safety	3,226	929,410	28712%	3,086,890	30%	(3)
Building Inspection	249,130	251,418	1%	1,209,143	21%	
Parks and Recreation	706,948	736,851	4%	4,473,614	16%	
Public Works	777,450	803,220	3%	3,060,083	26%	
Non-Departmental	431,343	583,650	35%	6,696,799	9%	
Library	436,673	452,048	4%	417,000	108%	(4)
Marshall Fire - FEMA	167,109	0	-100%	-	N/A	
Marshall Fire - Out of Pocket	6,460	0	-100%	-	N/A	
Marshall Fire - Building Rebates	98,946	34,424	-65%	305,000	11%	
TOTAL EXPENDITURE	$4,102,115	$5,099,277	24%	$24,694,132	21%	

(1) Higher court fines from extra patrols in late 2024 collected in 2025 and early 2025.
(2) Board Special funds spent earlier in 2025.
(3) First quarter invoices billed in 2025. Invoice for 2024 were rteceived in April 2024.
(4) Property tax revenue up as final valuations higher than budgeted This is a pass through expense from the property tax

Town of Superior
1st Quarter 2025 Financial Report

CAPITAL IMPROVEMENT PROGRAM

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$420,419	$419,256	0%	$1,595,298	26%	
Miscellaneous	34,001	67,991	100%	6,019,565	1%	(1)
TOTAL REVENUE	$454,420	$487,247	7%	$7,614,863	6%	
EXPENDITURE						
Parks and Recreation	$183,832	$137,718	-25%	$1,680,000	8%	
Public Works	163,107	92,220	-43%	4,685,000	2%	
Non-Departmental	3,695	423,481	11360%	995,000	43%	(2)
TOTAL EXPENDITURE	$350,634	$653,419	86%	$7,360,000	9%	

(1) The majority of this budget represents an end of year General Fund transfer.
(2) Downtown Civic Space construction in 2025.

Town of Superior
1st Quarter 2025 Financial Report

2025 CAPITAL IMPROVEMENT PROGRAM

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$0	$0	N/A	$0	N/A	
Miscellaneous	0	0	N/A	0	N/A	(1)
TOTAL REVENUE	$0	$0	N/A	$0	N/A	
EXPENDITURE						
Parks and Recreation	$0	$0	N/A	$0	N/A	(1)
Public Works	0	523	N/A	0	N/A	(1)
Non-Departmental	0	0	N/A	0	N/A	(1)
TOTAL EXPENDITURE	$0	$523	N/A	$0	N/A	

2025 CAPITAL IMPROVEMENT PROGRAM - DEBT SERVICE

	2024 YTD	2025 YTD	% Change	Annual Budget	19% % of Budget	
REVENUE						
Taxes	$0	$161,447	N/A	$0	N/A	(2)
Miscellaneous	0	136	N/A	0	N/A	(2)
TOTAL REVENUE	$0	$161,583	N/A	$0	N/A	
EXPENDITURE						
Bank Fees	$0	$0	N/A	$0	N/A	(2)
Principal	0	0	N/A	0	N/A	(2)
Interest	0	0	N/A	0	N/A	(2)
TOTAL EXPENDITURE	$0	$0	N/A	$0	N/A	

(1) This fund will include the bond proceeds and project costs as the year goes on. Budget amendment will be needed for this fund.
(2) This fund will collect the sales and use tax and pay the debt service once the debt is issued later in 2025. Budget amendment will be needed for this fund.

Town of Superior
1st Quarter 2025 Financial Report

CONSERVATION TRUST

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget
REVENUE					
Conservation Trust	$42,875	$37,827	-12%	$160,000	24%
Miscellaneous	3,336	2,303	-31%	3,500	66%
TOTAL REVENUE	$46,210	$40,130	-13%	$163,500	25%
EXPENDITURE					
Capital	$50,851	$2,139	-96%	$330,000	1%
TOTAL EXPENDITURE	$50,851	$2,139	-96%	$330,000	1%

CLASS ONE LANDSCAPE

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget
REVENUE					
Landscape Maintenance Fee	$482,600	$541,532	12%	$2,118,771	26%
Miscellaneous	44,966	13,293	-70%	17,000	78%
TOTAL REVENUE	$527,566	$554,825	5%	$2,135,771	26%
EXPENDITURE					
Maintenance	$306,536	$306,178	0%	$2,134,891	14%
TOTAL EXPENDITURE	$306,536	$306,178	0%	$2,134,891	14%

Town of Superior
1st Quarter 2025 Financial Report

OPEN SPACE

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$0	$17,560	N/A	$935,298	2%	(1)
Miscellaneous	5,141	7,047	37%	23,594	30%	
TOTAL REVENUE	$5,141	$24,607	379%	$958,892	3%	
EXPENDITURE						
Maintenance	$67,249	$124,824	86%	$585,128	21%	
Capital	574,713	15,232	-97%	70,000	22%	
Marshal Fire - FEMA	232	0	-100%	-	N/A	
TOTAL EXPENDITURE	$642,194	$140,057	-78%	$655,128	21%	

OPEN SPACE DEBT SERVICE

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$420,419	$401,696	-4%	$660,000	61%	(1)
Miscellaneous	1,458	2,705	86%	5,000	54%	
TOTAL REVENUE	$421,877	$404,401	-4%	$665,000	61%	
EXPENDITURE						
Bank Fees	$0	$0	N/A	$1,000	0%	
Principal	-	-	N/A	380,000	0%	
Interest	-	-	N/A	278,720	0%	
TOTAL EXPENDITURE	$0	$0	N/A	$659,720	0%	

(1) All taxes will be recorded in the Open Space Debt Service Fund until budget or debt service requirements are met.

Town of Superior
1st Quarter 2025 Financial Report

TRASH AND RECYCLING

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget
REVENUE					
Charges for Service	$41,100	$55,650	35%	$245,000	23%
TOTAL REVENUE	$41,100	$55,650	35%	$245,000	23%
EXPENSE					
Trash and Recycling	$39,061	$58,121	49%	$245,000	24%
TOTAL EXPENSE	$39,061	$58,121	49%	$245,000	24%

SUPERIOR URBAN RENEWAL AUTHORITY - DOWNTOWN SUPERIOR

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$1,300,433	$2,636,404	103%	$6,846,000	39%	(1)
Miscellaneous	27	132	386%	1,000	13%	
TOTAL REVENUE	$1,300,461	$2,636,536	103%	$6,847,000	39%	
EXPENDITURE						
Administration	$19,220	$39,198	104%	$102,700	38%	
Bank Fees	36	18	-50%	100	18%	
Transfer to Developer/Districts	1,168,066	2,274,590	95%	6,169,230	37%	
Transfer to BVSD	18,648	40,977	120%	99,812	41%	
Transfer to Louisville Fire	11,170	20,361	82%	59,785	34%	
Transfer to Superior	31,597	65,609	108%	165,804	40%	
Transfer to Mtn View Fire	46,644	104,115	123%	249,569	42%	
TOTAL EXPENDITURE	$1,295,380	$2,544,869	96%	$6,847,000	37%	

(1) Higher percentage of taxes collected in the first quarter of 2025 than in 2024.

Town of Superior
1st Quarter 2025 Financial Report

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$101,308	$199,738	97%	$688,000	29%	(1)
Intergovernmental	-	-	0%	36,696	0%	
Miscellaneous	20,037	19,965	0%	573,000	3%	
TOTAL REVENUE	$121,345	$219,703	81%	$1,297,696	17%	
EXPENDITURE						
Administration	$46,636	$50,543	8%	$200,670	25%	
Maintenance	57,618	61,164	6%	454,650	13%	
Capital	-	5,100	N/A	1,900,000	0%	
TOTAL EXPENDITURE	$104,254	$116,806	12%	$2,555,320	5%	

MARSHALL FIRE RECOVERY EFFORTS

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Taxes	$224,224	$223,603	0%	$855,000	26%	
Miscellaneous	740	3,353	353%	5,000	N/A	
TOTAL REVENUE	$224,964	$226,957	N/A	$860,000	26%	
EXPENDITURE						
Transfers Out	$0	$0	N/A	$860,000	N/A	(2)
TOTAL EXPENDITURE	$0	$0	N/A	$860,000	N/A	

(1) Higher percentage of taxes collected in the first quarter of 2025 than in 2024.
(2) This budget represents an end of year transfer to Capital Improvement Fund.

Town of Superior
1st Quarter 2025 Financial Report

WATER

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget
REVENUE					
Charges for Service	$511,467	$574,636	12%	$ 3,792,500	15%
Miscellaneous	1,258,575	809,511	-36%	7,406,250	11%
TOTAL REVENUE	$1,770,043	$1,384,147	-22%	$11,198,750	12%
EXPENSE					
Administration	$17,644	$2,853	-84%	$55,650	5%
Water Supply	279,613	224,939	-20%	1,154,200	19%
Water Treatment	119,865	74,405	-38%	565,700	13%
Water Storage & Distribution	131,979	36,898	-72%	466,800	8%
Non-Departmental	165,136	195,016	18%	6,845,224	3%
Capital Projects	1,807,631	1,467,699	-19%	6,537,000	22%
TOTAL EXPENSE	$2,521,869	$2,001,810	-21%	$15,624,574	13%

SEWER

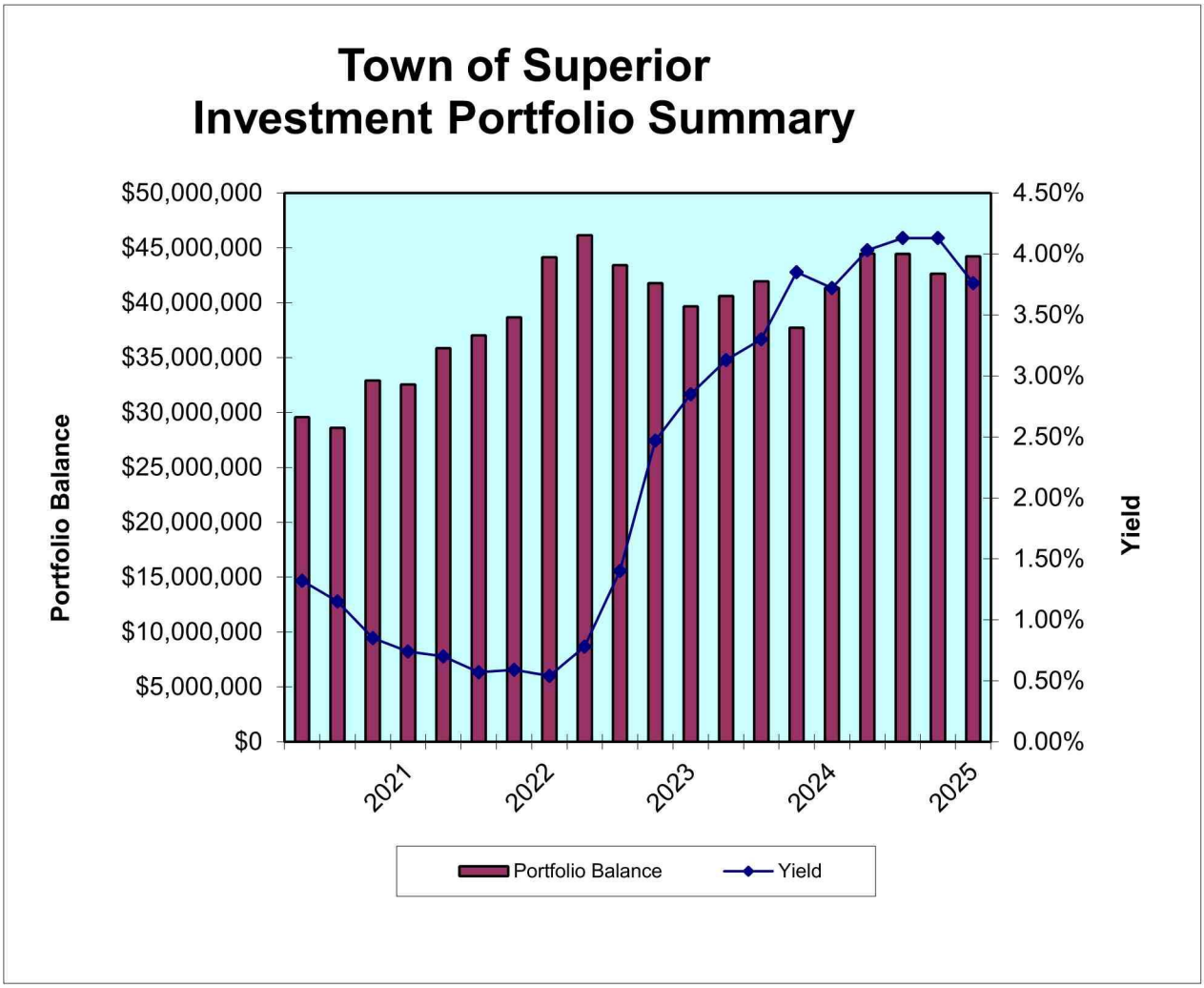
	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget	
REVENUE						
Charges for Service	$483,191	$560,994	16%	$2,206,537	25%	
Miscellaneous	290,390	172,628	-41%	5,122,836	3%	(1)
TOTAL REVENUE	$773,582	$733,622	-5%	$7,329,373	10%	
EXPENSE						
Administration	$823	$5,084	518%	$11,015	46%	
Waste Water Collection	6,781	7,690	13%	86,500	9%	
Waste Water Treatment	183,771	166,866	-9%	1,131,900	15%	
Non-Departmental	247,195	264,365	7%	1,063,277	25%	
Capital Projects	17,336	182,337	952%	3,647,500	5%	
TOTAL EXPENSE	$455,906	$626,342	37%	$5,940,192	11%	

(1) $3 million of this budget represents American Rescue Plan Act (ARPA) monies for wastewater treatment plant

Town of Superior
1st Quarter 2025 Financial Report

STORM DRAINAGE

	2024 YTD	2025 YTD	% Change	Annual Budget	(25% of Year) % of Budget
REVENUE					
Charges for Service	$92,763	$101,333	9%	$408,000	25%
Miscellaneous	123,550	230,737	87%	259,500	89%
TOTAL REVENUE	$216,313	$332,070	54%	$667,500	50%
EXPENSE					
Administration	$5,050	$1,214	-76%	$72,360	2%
Storm Drainage	9,913	8,477	-14%	64,000	13%
Non-Departmental	63,253	74,997	19%	461,982	16%
Marshall Fire	7,837	-	-100%	-	N/A
Capital Projects	2,083	91,302	4284%	165,000	55%
TOTAL EXPENSE	$88,136	$175,991	100%	$763,342	23%



Year - Quarter	Portfolio Balance	Yield	
2020 - 2nd	29,567,440	1.32%	
2020 - 3rd	28,612,980	1.15%	
2020 - 4th	32,916,465	0.85%	
2021 - 1st	32,553,123	0.74%	2021
2021 - 2nd	35,873,344	0.70%	
2021 - 3rd	37,044,272	0.57%	
2021 - 4th	38,683,638	0.59%	
2022 - 1st	44,147,641	0.54%	2022
2022 - 2nd	46,148,832	0.78%	
2022 - 3rd	43,439,737	1.40%	
2022 - 4th	41,792,798	2.47%	
2023 - 1st	39,686,483	2.85%	2023
2023 - 2nd	40,605,070	3.13%	
2023 - 3rd	41,946,590	3.30%	
2023 - 4th	37,735,200	3.85%	
2024 - 1st	41,356,053	3.72%	2024
2024 - 2nd	44,481,707	4.03%	
2024 - 3rd	44,443,284	4.13%	
2024 - 4th	42,636,174	4.13%	
2025 - 1st	44,226,211	3.76%	2025

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-1100	REAL & PERSONAL PROPERTY TAXES	1,398,828.86	1,550,759.90	3,560,804.00	2,010,044.10	43.6
10-31-1110	LIBRARY PROPERTY TAX	173,022.25	191,841.32	417,000.00	225,158.68	46.0
10-31-1200	SPECIFIC OWNERSHIP TAXES	15,168.33	45,770.45	187,000.00	141,229.55	24.5
10-31-1210	SPECIFIC OWNER TAXES-LIBRARY	1,876.18	5,661.39	23,000.00	17,338.61	24.6
10-31-1300	GENERAL SALES TAX	978,691.15	3,269,744.74	11,948,779.00	8,679,034.26	27.4
10-31-1302	LOUISVILLE REV SHARE-SALES TAX	13,490.43	32,229.81	130,000.00	97,770.19	24.8
10-31-1310	USE TAX--VEHICLE	82,224.22	268,296.50	1,100,000.00	831,703.50	24.4
10-31-1320	USE TAX--BUILDING	52,523.38	203,039.78	1,250,000.00	1,046,960.22	16.2
10-31-1400	CIGARETTE TAX	1,290.24	4,276.22	20,000.00	15,723.78	21.4
10-31-1610	PUBLIC SERVICE CO FRANCHISE TX	10,497.68	103,010.26	400,000.00	296,989.74	25.8
10-31-1620	CABLE TELEVISION FRANCHISE TAX	.00	28,194.87	115,000.00	86,805.13	24.5
10-31-1710	HIGHWAY USERS TAX	28,014.49	84,754.33	305,000.00	220,245.67	27.8
10-31-1720	ROAD & BRIDGE TAX	.00	.00	20,000.00	20,000.00	.0
	TOTAL TAXES	2,755,627.21	5,787,579.57	19,476,583.00	13,689,003.43	29.7
	LICENSES AND PERMITS					
10-32-2110	BUSINESS LICENSES	2,400.00	6,051.00	4,000.00	(2,051.00)	151.3
10-32-2120	LIQUOR LICENSES	250.00	2,422.50	2,500.00	77.50	96.9
10-32-2190	OTHER LICENSES & PERMITS	.00	400.00	2,500.00	2,100.00	16.0
10-32-2210	BUILDING PERMIT & PLAN CK FEES	59,395.98	306,021.85	1,250,000.00	943,978.15	24.5
10-32-2211	PUBLIC WORKS PERMITS	3,711.76	6,686.12	10,000.00	3,313.88	66.9
10-32-2230	SIGN PLAN REVIEW FEES	.00	.00	2,000.00	2,000.00	.0
10-32-2310	AUTOMOBILE REGISTRATIONS	2,847.14	8,892.26	36,000.00	27,107.74	24.7
	TOTAL LICENSES AND PERMITS	68,604.88	330,473.73	1,307,000.00	976,526.27	25.3
	CHARGES FOR SERVICES					
10-34-4110	DEVELOPMENT REVIEW FEES	40.50	40.50	2,500.00	2,459.50	1.6
10-34-4135	ADMINISTRATIVE FEES	119,485.81	358,457.43	1,433,829.00	1,075,371.57	25.0
10-34-4210	BOULDER CO SW/OS TAX ADMIN FEE	1,444.81	5,382.26	7,500.00	2,117.74	71.8
10-34-4320	FACILITY USE FEE	620.00	3,935.00	85,000.00	81,065.00	4.6
10-34-4410	COURT COSTS, FEES, & CHARGES	1,740.00	5,881.49	10,000.00	4,118.51	58.8
10-34-4530	REINSPECTION FEES	300.00	1,100.00	1,000.00	(100.00)	110.0
10-34-4810	RECREATION PROGRAM FEES	1,084.00	4,597.00	100,000.00	95,403.00	4.6
10-34-4811	TENNIS FEES	3,359.00	7,504.00	65,000.00	57,496.00	11.5
10-34-4812	SWIM LESSONS FEES	.00	.00	35,000.00	35,000.00	.0
10-34-4818	GUEST FEES	.00	.00	5,000.00	5,000.00	.0
10-34-4819	VENDING REVENUE	.00	.00	500.00	500.00	.0
10-34-4820	COMMUNITY EVENTS CONTRIBUTIONS	.00	.00	2,500.00	2,500.00	.0
10-34-4850	EV CHARGING STATIONS	495.06	1,323.13	3,500.00	2,176.87	37.8
10-34-4900	OTHER CHARGES FOR SERVICES	.00	.00	158.00	158.00	.0
	TOTAL CHARGES FOR SERVICES	128,569.18	388,220.81	1,751,487.00	1,363,266.19	22.2

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITURES					
10-35-5000	MUNICIPAL COURT FINES	22,557.50	75,350.01	150,000.00	74,649.99	50.2
	TOTAL FINES AND FORFEITURES	22,557.50	75,350.01	150,000.00	74,649.99	50.2
	MISCELLANEOUS REVENUE					
10-36-6100	INTEREST EARNINGS	18,615.72	54,320.57	352,000.00	297,679.43	15.4
10-36-6210	LEASE REVENUE	2,501.40	7,504.20	30,000.00	22,495.80	25.0
10-36-6220	SEVERANCE TAX/MINERAL LEASE	.00	.00	5,000.00	5,000.00	.0
10-36-6300	GRANT REVENUE	.00	28,463.00	25,000.00	(3,463.00)	113.9
10-36-6500	RENEWABLE ENERGY CREDIT PYMTS	127.19	330.97	2,000.00	1,669.03	16.6
10-36-6600	OTHER REVENUE	103,952.90	173,271.18	392,500.00	219,228.82	44.2
10-36-6610	SINGLE USE BAG FEE	(11,575.69)	.00	30,000.00	30,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	113,621.52	263,889.92	836,500.00	572,610.08	31.6
	TOTAL FUND REVENUE	3,088,980.29	6,845,514.04	23,521,570.00	16,676,055.96	29.1

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGISLATIVE					
10-411-1030	BOARD OF TRUSTEES COMPENSATION	6,015.38	19,015.38	78,000.00	58,984.62	24.4
10-411-1400	EMPLOYER CONTRIBUTION - FICA	460.17	1,454.67	5,967.00	4,512.33	24.4
10-411-2150	LOBBYING	.00	16,894.55	21,000.00	4,105.45	80.5
10-411-3100	TELEPHONE	200.05	560.14	2,500.00	1,939.86	22.4
10-411-4300	TRAINING	.00	.00	1,400.00	1,400.00	.0
10-411-4310	TRAVEL & EXPENSES	.00	1,215.33	5,200.00	3,984.67	23.4
10-411-4900	OTHER FEES & SERVICES	980.00	1,429.49	6,000.00	4,570.51	23.8
10-411-5100	OFFICE SUPPLIES	.00	1,673.56	2,000.00	326.44	83.7
10-411-8180	POLICY & GOAL SETTING	.00	.00	2,500.00	2,500.00	.0
10-411-8880	BOARD SPECIAL FUNDS	.00	27,500.00	30,000.00	2,500.00	91.7
	TOTAL LEGISLATIVE	7,655.60	69,743.12	154,567.00	84,823.88	45.1
	JUDICIAL					
10-412-1010	REGULAR SALARIES	1,800.00	6,228.34	47,140.00	40,911.66	13.2
10-412-1300	PAYROLL COSTS (BENEFITS)	832.43	2,798.46	22,244.00	19,445.54	12.6
10-412-1400	EMPLOYER CONTRIBUTION - FICA	26.10	86.29	684.00	597.71	12.6
10-412-2460	BANK FEES	540.07	1,640.13	3,000.00	1,359.87	54.7
10-412-2700	LAW ENFORCEMENT SERVICES	.00	.00	11,000.00	11,000.00	.0
10-412-2800	MUNICIPAL COURT JUDGE	3,000.00	9,270.00	36,000.00	26,730.00	25.8
10-412-2810	PROSECUTING ATTORNEY	1,200.00	3,600.00	16,800.00	13,200.00	21.4
10-412-3210	SOFTWARE MAINTENANCE	6,500.00	6,500.00	6,700.00	200.00	97.0
10-412-4200	MEMBERSHIPS	.00	50.00	50.00	.00	100.0
10-412-4300	TRAINING	.00	.00	400.00	400.00	.0
10-412-4310	TRAVEL & EXPENSES	.00	.00	100.00	100.00	.0
10-412-4400	PRINTING & BINDING	.00	.00	2,000.00	2,000.00	.0
10-412-4900	OTHER FEES & SERVICES	120.00	360.00	3,000.00	2,640.00	12.0
10-412-5100	OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
	TOTAL JUDICIAL	14,018.60	30,533.22	149,618.00	119,084.78	20.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CLERK					
10-414-1010	REGULAR SALARIES	8,723.07	29,278.91	126,673.00	97,394.09	23.1
10-414-1300	PAYROLL COSTS (BENEFITS)	3,860.35	12,866.51	52,205.00	39,338.49	24.7
10-414-1400	EMPLOYER CONTRIBUTION - FICA	119.94	420.59	1,837.00	1,416.41	22.9
10-414-2500	CODIFICATION SERVICES	3,847.10	3,847.10	4,100.00	252.90	93.8
10-414-3100	TELEPHONE	(20.00)	(20.00)	.00	20.00	.0
10-414-4200	MEMBERSHIPS	.00	.00	400.00	400.00	.0
10-414-4300	TRAINING	.00	.00	1,000.00	1,000.00	.0
10-414-4310	TRAVEL & EXPENSES	.00	.00	2,200.00	2,200.00	.0
10-414-4400	PRINTING & BINDING	.00	.00	100.00	100.00	.0
10-414-4410	PUBLICATION OF LEGAL NOTICES	126.28	126.28	1,000.00	873.72	12.6
10-414-4420	RECORDING FEES	.00	81.00	1,000.00	919.00	8.1
10-414-4900	OTHER FEES & SERVICES	.00	.00	500.00	500.00	.0
10-414-5100	OFFICE SUPPLIES	337.49	337.49	200.00	(137.49)	168.8
10-414-5200	COMPUTER SOFTWARE	.00	199.00	2,500.00	2,301.00	8.0
	TOTAL CLERK	16,994.23	47,136.88	193,715.00	146,578.12	24.3
	ADMINISTRATION					
10-415-1010	REGULAR SALARIES	83,593.72	324,681.50	1,454,377.00	1,129,695.50	22.3
10-415-1040	PART-TIME SALARIES	11,176.85	23,812.82	72,478.00	48,665.18	32.9
10-415-1060	OVERTIME	7.43	142.60	500.00	357.40	28.5
10-415-1300	PAYROLL COSTS (BENEFITS)	32,524.88	132,926.89	497,185.00	364,258.11	26.7
10-415-1400	EMPLOYER CONTRIBUTION - FICA	2,061.28	6,753.76	26,640.00	19,886.24	25.4
10-415-2210	ENGINEERING SERVICES	.00	.00	2,500.00	2,500.00	.0
10-415-2470	ARCHIVING SERVICES	7,229.25	7,229.25	10,000.00	2,770.75	72.3
10-415-2600	PERSONNEL SERVICES	16,316.15	20,397.71	73,500.00	53,102.29	27.8
10-415-2920	PUBLIC WEB PAGE	24,928.75	98,093.47	73,800.00	(24,293.47)	132.9
10-415-2930	CHANNEL 8 - CABLE CASTING	4,941.00	5,441.00	21,500.00	16,059.00	25.3
10-415-2980	ECONOMIC DEVELOPMENT PROGRAM	6,628.00	18,234.54	175,000.00	156,765.46	10.4
10-415-3100	TELEPHONE	728.33	2,235.75	8,000.00	5,764.25	28.0
10-415-4200	MEMBERSHIPS	1,200.00	2,596.00	4,500.00	1,904.00	57.7
10-415-4210	SUBSCRIPTIONS	.00	208.47	500.00	291.53	41.7
10-415-4300	TRAINING	465.00	3,611.00	9,600.00	5,989.00	37.6
10-415-4310	TRAVEL & EXPENSES	.00	2,327.34	15,650.00	13,322.66	14.9
10-415-4400	PRINTING & BINDING	.00	.00	2,500.00	2,500.00	.0
10-415-4900	OTHER FEES & SERVICES	73.86	374.54	5,000.00	4,625.46	7.5
10-415-5100	OFFICE SUPPLIES	1,804.42	7,039.59	6,500.00	(539.59)	108.3
10-415-5120	FUEL & MAINTENANCE	.00	601.05	.00	(601.05)	.0
10-415-5200	COMPUTER SOFTWARE	.00	334.75	2,500.00	2,165.25	13.4
10-415-8140	CONTRIBUTION TO HUMANE SOCIETY	.00	.00	700.00	700.00	.0
10-415-8190	CHAMBER OF COMMERCE SUPPORT	.00	50,000.00	50,000.00	.00	100.0
10-415-8200	SUSTAINABILITY PROGRAMMING	3,158.88	3,711.30	118,000.00	114,288.70	3.2
	TOTAL ADMINISTRATION	196,837.80	710,753.33	2,630,930.00	1,920,176.67	27.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINANCE					
10-416-1010	REGULAR SALARIES	19,025.21	71,124.21	312,886.00	241,761.79	22.7
10-416-1040	PART-TIME SALARIES	4,250.25	16,141.41	108,191.00	92,049.59	14.9
10-416-1060	OVERTIME	66.89	289.86	500.00	210.14	58.0
10-416-1300	PAYROLL COSTS (BENEFITS)	7,841.73	25,573.01	111,197.00	85,623.99	23.0
10-416-1400	EMPLOYER CONTRIBUTION - FICA	593.16	2,224.63	12,821.00	10,596.37	17.4
10-416-2400	AUDITING SERVICES	9,738.75	19,477.50	45,000.00	25,522.50	43.3
10-416-2490	INVESTMENT FEES	853.68	853.68	11,000.00	10,146.32	7.8
10-416-2650	PROFESSIONAL SERVICES	1,387.50	2,512.50	15,000.00	12,487.50	16.8
10-416-3100	TELEPHONE	65.69	247.42	3,000.00	2,752.58	8.3
10-416-3210	SOFTWARE MAINTENANCE	23,456.00	23,456.00	29,750.00	6,294.00	78.8
10-416-4200	MEMBERSHIPS	.00	345.00	2,000.00	1,655.00	17.3
10-416-4210	SUBSCRIPTIONS	.00	384.97	1,000.00	615.03	38.5
10-416-4300	TRAINING	.00	.00	3,000.00	3,000.00	.0
10-416-4310	TRAVEL & EXPENSES	.00	.00	4,300.00	4,300.00	.0
10-416-4900	OTHER FEES & SERVICES	.00	.00	1,000.00	1,000.00	.0
10-416-5100	OFFICE SUPPLIES	54.45	1,012.88	8,000.00	6,987.12	12.7
	TOTAL FINANCE	67,333.31	163,643.07	668,645.00	505,001.93	24.5
	COMMUNICATIONS					
10-418-1010	REGULAR SALARIES	20,571.67	78,671.69	320,604.00	241,932.31	24.5
10-418-1040	PART-TIME SALARIES	3,186.82	9,761.83	37,000.00	27,238.17	26.4
10-418-1060	OVERTIME	.00	.00	500.00	500.00	.0
10-418-1300	PAYROLL COSTS (BENEFITS)	11,177.41	37,983.38	150,187.00	112,203.62	25.3
10-418-1400	EMPLOYER CONTRIBUTION - FICA	531.51	1,845.94	7,487.00	5,641.06	24.7
10-418-2650	PROFESSIONAL SERVICES	.00	140.00	86,000.00	85,860.00	.2
10-418-2920	WEBSITE & DIGITAL APPLICATIONS	6,825.00	7,203.42	28,050.00	20,846.58	25.7
10-418-4200	MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-418-4210	SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
10-418-4300	TRAINING	.00	.00	2,400.00	2,400.00	.0
10-418-4310	TRAVEL & EXPENSES	.00	.00	3,500.00	3,500.00	.0
10-418-4400	PRINTING & BINDING	.00	.00	69,000.00	69,000.00	.0
10-418-4500	POSTAGE	1,221.00	1,221.00	10,000.00	8,779.00	12.2
10-418-4900	OTHER FEES & SERVICES	.00	105.40	3,000.00	2,894.60	3.5
10-418-5100	OFFICE SUPPLIES	.00	.00	10,000.00	10,000.00	.0
	TOTAL COMMUNICATIONS	43,513.41	136,932.66	728,128.00	591,195.34	18.8
	LEGAL SERVICES					
10-419-2100	LEGAL SERVICES - GENERAL	22,929.09	36,648.66	170,000.00	133,351.34	21.6
10-419-2140	LEGAL - SPECIAL COUNSEL	20,122.00	112,863.45	750,000.00	637,136.55	15.1
	TOTAL LEGAL SERVICES	43,051.09	149,512.11	920,000.00	770,487.89	16.3

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
10-421-2700	LAW ENFORCEMENT SERVICES	488,199.60	709,549.40	2,767,881.00	2,058,331.60	25.6
10-421-2705	CO-RESPONDER SERVICES	9,677.94	21,204.73	105,751.00	84,546.27	20.1
10-421-2710	DISPATCH SERVICES	195,157.78	195,157.78	195,158.00	.22	100.0
10-421-3105	LEASE EXPENSE	500.00	1,500.00	6,500.00	5,000.00	23.1
10-421-3110	UTILITIES	223.69	465.03	3,600.00	3,134.97	12.9
10-421-3220	MAINTENANCE - BUILDING	226.00	847.25	5,000.00	4,152.75	17.0
10-421-5100	SUPPLIES	685.98	685.98	2,000.00	1,314.02	34.3
10-421-6100	OFFICE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
	TOTAL PUBLIC SAFETY	694,670.99	929,410.17	3,086,890.00	2,157,479.83	30.1
	BUILDING INSPECTIONS					
10-424-1010	REGULAR SALARIES	21,035.37	81,804.17	362,392.00	280,587.83	22.6
10-424-1060	OVERTIME	.00	.00	250.00	250.00	.0
10-424-1300	PAYROLL COSTS (BENEFITS)	8,737.29	35,528.54	121,743.00	86,214.46	29.2
10-424-1400	EMPLOYER CONTRIBUTION - FICA	310.68	1,393.04	5,258.00	3,864.96	26.5
10-424-2300	PLANNING SERVICES	.00	.00	20,000.00	20,000.00	.0
10-424-2340	INSPECTION SERVICES	123,141.57	123,141.57	662,500.00	539,358.43	18.6
10-424-2760	GIS SERVICES	8,674.00	8,674.00	22,000.00	13,326.00	39.4
10-424-4200	MEMBERSHIPS	.00	655.00	1,750.00	1,095.00	37.4
10-424-4210	SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
10-424-4300	TRAINING	.00	.00	3,000.00	3,000.00	.0
10-424-4310	TRAVEL & EXPENSES	.00	22.00	5,500.00	5,478.00	.4
10-424-5100	OFFICE SUPPLIES	51.23	128.45	2,750.00	2,621.55	4.7
10-424-5200	COMPUTER SOFTWARE	.00	71.58	500.00	428.42	14.3
	TOTAL BUILDING INSPECTIONS	161,950.14	251,418.35	1,209,143.00	957,724.65	20.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
10-426-1010	REGULAR SALARIES	85,174.51	283,389.94	1,403,846.00	1,120,456.06	20.2
10-426-1040	PART-TIME SALARIES	18,032.25	44,057.36	401,000.00	356,942.64	11.0
10-426-1050	ON-CALL WAGES	440.00	1,620.00	7,300.00	5,680.00	22.2
10-426-1060	OVERTIME	957.72	2,499.46	10,000.00	7,500.54	25.0
10-426-1300	PAYROLL COSTS (BENEFITS)	44,837.64	148,814.26	563,905.00	415,090.74	26.4
10-426-1400	EMPLOYER CONTRIBUTION - FICA	2,613.49	7,669.84	63,063.00	55,393.16	12.2
10-426-2210	ENGINEERING SERVICES	.00	.00	10,000.00	10,000.00	.0
10-426-2270	COURT MANAGEMENT	.00	8.92	8,000.00	7,991.08	.1
10-426-2290	AQUATICS PROGRAMMING	.00	62.00	5,000.00	4,938.00	1.2
10-426-2650	PROFESSIONAL SERVICES	.00	5,500.00	11,000.00	5,500.00	50.0
10-426-2890	MEDIA SERVICES	.00	.00	30,000.00	30,000.00	.0
10-426-2940	COMMUNITY PROJECTS/PROGRAMS	18,424.00	24,546.29	360,000.00	335,453.71	6.8
10-426-2941	COMMUNITY VOLUNTEER PROJECTS	.00	1,416.46	20,000.00	18,583.54	7.1
10-426-2942	YOUTH LEADERSHIP COUNCIL	.00	1,655.42	5,000.00	3,344.58	33.1
10-426-2943	PARC	.00	.00	5,000.00	5,000.00	.0
10-426-2944	CAPS	.00	.00	5,000.00	5,000.00	.0
10-426-2945	OSAC	.00	(77.99)	5,000.00	5,077.99	(1.6)
10-426-2946	ACES	.00	.00	5,000.00	5,000.00	.0
10-426-3100	TELEPHONE	912.58	2,777.74	14,500.00	11,722.26	19.2
10-426-3110	UTILITIES	5,468.14	12,809.24	67,000.00	54,190.76	19.1
10-426-3140	WATER	396.65	1,265.79	48,500.00	47,234.21	2.6
10-426-3150	ELECTRICITY	4,952.23	9,233.11	105,000.00	95,766.89	8.8
10-426-3151	EV CHARGING STATION ELECTRIC	.00	.00	1,000.00	1,000.00	.0
10-426-3210	SOFTWARE MAINTENANCE	180.71	4,741.28	54,500.00	49,758.72	8.7
10-426-3220	MAINTENANCE - BUILDING	17,166.71	32,473.95	255,500.00	223,026.05	12.7
10-426-3221	EV CHARGING STATION - MAINT	.00	.00	4,300.00	4,300.00	.0
10-426-3222	ART PROGRAMS, PROJECTS & MAINT	913.32	5,101.51	50,000.00	44,898.49	10.2
10-426-3330	MAINTENANCE - PARKS & MEDIANS	45,769.61	94,365.91	540,000.00	445,634.09	17.5
10-426-3480	MAINTENANCE - SWIMMING POOL	3,563.82	3,774.60	45,000.00	41,225.40	8.4
10-426-4110	COMMUNITY MEETINGS	.00	.00	500.00	500.00	.0
10-426-4121	COMMITTEE MEMBER TRAINING	.00	.00	2,500.00	2,500.00	.0
10-426-4130	HISTORIC PRESERVATION	111.35	371.35	5,000.00	4,628.65	7.4
10-426-4200	MEMBERSHIPS	.00	5,566.76	5,500.00	(66.76)	101.2
10-426-4300	TRAINING	.00	2,815.90	10,600.00	7,784.10	26.6
10-426-4310	TRAVEL & EXPENSES	.00	831.92	14,600.00	13,768.08	5.7
10-426-4700	RECREATION PROGRAMMING	3,318.30	9,623.14	165,000.00	155,376.86	5.8
10-426-4900	OTHER FEES & SERVICES	.00	1,709.11	7,500.00	5,790.89	22.8
10-426-5100	OFFICE SUPPLIES	2,006.02	4,764.87	12,500.00	7,735.13	38.1
10-426-5120	FUEL & MAINTENANCE	795.61	3,064.97	24,500.00	21,435.03	12.5
10-426-5160	UNIFORMS & SUPPLIES	.00	2,276.09	8,000.00	5,723.91	28.5
10-426-5220	TOOLS & SMALL EQUIPMENT	.00	272.03	4,000.00	3,727.97	6.8
10-426-8262	YARD WASTE SITE	519.39	17,849.58	110,000.00	92,150.42	16.2
	TOTAL PARKS & RECREATION	256,554.05	736,850.81	4,473,614.00	3,736,763.19	16.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
10-430-1010	REGULAR SALARIES	72,805.53	269,240.77	1,170,277.00	901,036.23	23.0
10-430-1040	PART-TIME SALARIES	.00	.00	36,050.00	36,050.00	.0
10-430-1050	ON-CALL WAGES	440.00	1,620.00	7,300.00	5,680.00	22.2
10-430-1060	OVERTIME	4,049.69	21,059.95	57,475.00	36,415.05	36.6
10-430-1300	PAYROLL COSTS (BENEFITS)	35,093.75	133,538.27	498,115.00	364,576.73	26.8
10-430-1400	EMPLOYER CONTRIBUTION - FICA	1,079.94	4,332.91	20,666.00	16,333.09	21.0
10-430-2210	ENGINEERING SERVICES	.00	.00	40,000.00	40,000.00	.0
10-430-2240	TRAFFIC ENGINEERING SERVICES	.00	360.00	31,000.00	30,640.00	1.2
10-430-2760	GIS SERVICES	40.01	120.03	20,000.00	19,879.97	.6
10-430-3100	TELEPHONE	138.09	374.25	2,250.00	1,875.75	16.6
10-430-3150	ELECTRICITY	14,506.50	29,339.29	150,000.00	120,660.71	19.6
10-430-3180	STREET LIGHT - MAINTENANCE	1,407.79	2,500.36	82,500.00	79,999.64	3.0
10-430-3181	STREET LIGHT - MAINT (TOWN)	5,319.24	2,316.30	45,000.00	42,683.70	5.2
10-430-3210	SOFTWARE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-430-3420	SNOW REMOVAL	79,127.19	233,116.13	415,000.00	181,883.87	56.2
10-430-3440	MAINTENANCE - TRAFFIC SIGNALS	1,194.00	1,194.00	45,000.00	43,806.00	2.7
10-430-4200	MEMBERSHIPS	.00	119.00	1,500.00	1,381.00	7.9
10-430-4300	TRAINING	198.60	3,268.00	3,900.00	632.00	83.8
10-430-4310	TRAVEL & EXPENSES	.00	583.35	5,150.00	4,566.65	11.3
10-430-4400	PRINTING & BINDING	.00	.00	500.00	500.00	.0
10-430-4900	OTHER FEES & SERVICES	.00	937.11	6,400.00	5,462.89	14.6
10-430-5100	OFFICE SUPPLIES	695.82	930.29	10,500.00	9,569.71	8.9
10-430-5120	FUEL & MAINTENANCE	1,500.47	4,248.99	36,000.00	31,751.01	11.8
10-430-5130	SIGNAGE & STRIPING	.00	3,264.13	175,000.00	171,735.87	1.9
10-430-5160	UNIFORMS & SUPPLIES	.00	2,740.72	10,000.00	7,259.28	27.4
10-430-5220	TOOLS & SMALL EQUIPMENT	.00	1,326.63	8,000.00	6,673.37	16.6
10-430-5620	SNOW REMOVAL - MATERIALS	.00	86,689.67	180,000.00	93,310.33	48.2
	TOTAL PUBLIC WORKS	217,596.62	803,220.15	3,060,083.00	2,256,862.85	26.3

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL EXPENDITURES					
10-490-1420	WORKER'S COMP INSURANCE	36,473.93	37,145.16	42,000.00	4,854.84	88.4
10-490-2250	DTS PARKING AND COMMON AREAS	4,527.19	15,399.49	65,000.00	49,600.51	23.7
10-490-2420	TREASURER'S COLLECTION FEES	21,466.92	35,718.64	115,000.00	79,281.36	31.1
10-490-2510	PAYING AGENT FEE - COPS	.00	.00	5,000.00	5,000.00	.0
10-490-2650	PROFESSIONAL SERVICES	.00	.00	120,000.00	120,000.00	.0
10-490-3100	TELEPHONE	.00	5,906.43	23,000.00	17,093.57	25.7
10-490-3105	OFFICE LEASE	22,892.16	90,605.16	267,500.00	176,894.84	33.9
10-490-3110	UTILITIES	12,234.75	25,403.76	184,500.00	159,096.24	13.8
10-490-3130	HOLIDAY LIGHTING	.00	.00	100,000.00	100,000.00	.0
10-490-3151	ELECTRICITY - EV CHARGING STAT	.00	.00	250.00	250.00	.0
10-490-3210	SOFTWARE MAINTENANCE	110.00	385.99	40,000.00	39,614.01	1.0
10-490-3220	MAINTENANCE - BUILDING	7,102.27	18,288.31	74,250.00	55,961.69	24.6
10-490-3221	EV CHARGING STATION - MAINT	.00	2,650.00	14,000.00	11,350.00	18.9
10-490-4200	MEMBERSHIPS	10,911.00	19,794.96	41,000.00	21,205.04	48.3
10-490-4400	PRINTING & BINDING	.00	.00	1,000.00	1,000.00	.0
10-490-4500	POSTAGE & METER	2,022.61	2,113.90	8,000.00	5,886.10	26.4
10-490-4600	INSURANCE	15,253.92	197,349.42	179,400.00	(17,949.42)	110.0
10-490-4900	OTHER FEES & SERVICES	850.00	17,148.56	50,000.00	32,851.44	34.3
10-490-5100	SUPPLIES	2,350.38	4,125.75	16,500.00	12,374.25	25.0
10-490-5120	FUEL & MAINTENANCE	87.92	353.18	6,000.00	5,646.82	5.9
10-490-5200	COMPUTER SOFTWARE	839.58	6,099.83	24,000.00	17,900.17	25.4
10-490-6100	OFFICE EQUIPMENT	1,477.11	2,830.22	21,000.00	18,169.78	13.5
10-490-7750	COPS PAYMENT - 2019 COPS	.00	.00	295,000.00	295,000.00	.0
10-490-7760	COPS INTEREST - 2019 COPS	.00	.00	83,566.00	83,566.00	.0
10-490-7770	COPS PAYMENT - 2020 COPS	.00	.00	215,000.00	215,000.00	.0
10-490-7780	COPS INTEREST - 2020 COPS	.00	.00	60,833.00	60,833.00	.0
10-490-8002	STC PUBLIC IMP REIMB-BUILD TAX	.00	52,206.46	575,000.00	522,793.54	9.1
10-490-8003	STC PUBLIC IMP-PERMIT&PLAN CHK	.00	32,013.63	495,000.00	462,986.37	6.5
10-490-8004	STC SALES TAX REV SHARE-LOUISV	.00	18,111.48	65,000.00	46,888.52	27.9
10-490-8112	SYSTEM DEVELOPMENT FEE REBATE	.00	.00	460,000.00	460,000.00	.0
10-490-8530	MARSHALL FIRE - USE TAX REBATE	9,317.07	24,229.67	205,000.00	180,770.33	11.8
10-490-8531	MARSH FIRE-PERMIT&PLAN CK REBT	4,289.29	10,194.73	100,000.00	89,805.27	10.2
10-490-9420	TRANSFER TO CAPITAL IMPRV FUND	.00	.00	3,050,000.00	3,050,000.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	152,206.10	618,074.73	7,001,799.00	6,383,724.27	8.8
	LIBRARY					
10-491-4140	LIBRARY CONTRIBUTION	.00	452,048.29	417,000.00	(35,048.29)	108.4
	TOTAL LIBRARY	.00	452,048.29	417,000.00	(35,048.29)	108.4
	TOTAL FUND EXPENDITURES	1,872,381.94	5,099,276.89	24,694,132.00	19,594,855.11	20.7
	NET REVENUE OVER EXPENDITURES	1,216,598.35	1,746,237.15	(1,172,562.00)	(2,918,799.15)	148.9

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
22-31-1120	PROPERTY TAXES FOR DEBT SVC	2,504,712.89	2,613,525.40	6,765,000.00	4,151,474.60	38.6
22-31-1200	SPECIFIC OWNERSHIP TAXES	7,288.95	22,878.69	81,000.00	58,121.31	28.3
	TOTAL TAXES	2,512,001.84	2,636,404.09	6,846,000.00	4,209,595.91	38.5
	MISCELLANEOUS REVENUE					
22-36-6100	INTEREST EARNINGS	125.90	131.89	1,000.00	868.11	13.2
	TOTAL MISCELLANEOUS REVENUE	125.90	131.89	1,000.00	868.11	13.2
	TOTAL FUND REVENUE	2,512,127.74	2,636,535.98	6,847,000.00	4,210,464.02	38.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
22-415-2420	TREASURER'S COLLECTION FEES	37,563.31	39,198.48	102,700.00	63,501.52	38.2
22-415-2460	BANK FEES	18.00	18.00	100.00	82.00	18.0
22-415-7980	PROP TAX REIMB - DEVELOPER	1,293,637.56	1,356,006.36	3,879,587.00	2,523,580.64	35.0
22-415-7981	PROP TAX REIMB-STC #1 (DEBT)	502,016.82	532,906.65	1,418,437.00	885,530.35	37.6
22-415-7982	PROP TAX REIMB-STC #2 (DEBT)	118,696.99	127,555.79	422,188.00	294,632.21	30.2
22-415-7983	PROP TAX REIMB-STC #3 (DEBT)	57,135.00	58,739.16	54,056.00	(4,683.16)	108.7
22-415-7984	PROP TAX REIMB-MOUNT VIEW FIRE	99,807.95	104,115.28	249,659.00	145,543.72	41.7
22-415-7985	PROP TAX REIMB - SUPERIOR	62,691.35	65,609.15	165,804.00	100,194.85	39.6
22-415-7987	PROP TAX REIMB - BVSD	39,254.91	40,976.95	99,812.00	58,835.05	41.1
22-415-7988	PROP TAX REIMB-LOUISVILLE FIRE	19,329.91	20,361.37	59,785.00	39,423.63	34.1
22-415-7991	PROP TAX REIMB - STC #1 (OPS)	134,438.32	138,855.78	256,043.00	117,187.22	54.2
22-415-7992	PROP TAX REIMB - STC #2 (OPS)	31,405.18	33,360.76	113,348.00	79,987.24	29.4
22-415-7993	PROP TAX REIMB - STC #3 (OPS)	26,725.52	27,165.15	25,481.00	(1,684.15)	106.6
	TOTAL ADMINISTRATION	2,422,720.82	2,544,868.88	6,847,000.00	4,302,131.12	37.2
	TOTAL FUND EXPENDITURES	2,422,720.82	2,544,868.88	6,847,000.00	4,302,131.12	37.2
	NET REVENUE OVER EXPENDITURES	89,406.92	91,667.10	.00	(91,667.10)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
31-31-1300	GENERAL SALES TAX	110,242.40	366,885.30	625,000.00	258,114.70	58.7
31-31-1310	USE TAX--VEHICLE	9,136.02	29,810.73	30,000.00	189.27	99.4
31-31-1320	USE TAX--BUILDING	.00	5,000.00	5,000.00	.00	100.0
	TOTAL TAXES	119,378.42	401,696.03	660,000.00	258,303.97	60.9
	MISCELLANEOUS REVENUE					
31-36-6100	INTEREST EARNINGS	1,361.31	2,705.06	5,000.00	2,294.94	54.1
	TOTAL MISCELLANEOUS REVENUE	1,361.31	2,705.06	5,000.00	2,294.94	54.1
	TOTAL FUND REVENUE	120,739.73	404,401.09	665,000.00	260,598.91	60.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPEN SPACE					
31-471-2460	BANK FEES	.00	.00	1,000.00	1,000.00	.0
31-471-7610	NOTE PRINCIPAL - SERIES 2015	.00	.00	380,000.00	380,000.00	.0
31-471-7620	NOTE INTEREST - SERIES 2015	.00	.00	12,470.00	12,470.00	.0
31-471-7820	BOND INTEREST - 2020 BONDS	.00	.00	266,250.00	266,250.00	.0
	TOTAL OPEN SPACE	.00	.00	659,720.00	659,720.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	659,720.00	659,720.00	.0
	NET REVENUE OVER EXPENDITURES	120,739.73	404,401.09	5,280.00	(399,121.09)	7659.1

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

2025 CIP DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
36-31-1300	GENERAL SALES TAX	115,754.52	115,754.52	.00	(115,754.52)	.0
36-31-1310	USE TAX--VEHICLE	9,592.83	22,004.36	.00	(22,004.36)	.0
36-31-1320	USE TAX--BUILDING	6,127.74	23,687.98	.00	(23,687.98)	.0
	TOTAL TAXES	131,475.09	161,446.86	.00	(161,446.86)	.0
	MISCELLANEOUS REVENUE					
36-36-6100	INTEREST EARNINGS	112.19	136.25	.00	(136.25)	.0
	TOTAL MISCELLANEOUS REVENUE	112.19	136.25	.00	(136.25)	.0
	TOTAL FUND REVENUE	131,587.28	161,583.11	.00	(161,583.11)	.0
	NET REVENUE OVER EXPENDITURES	131,587.28	161,583.11	.00	(161,583.11)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
42-31-1300	GENERAL SALES TAX	110,242.40	366,885.30	1,358,298.00	991,412.70	27.0
42-31-1310	USE TAX--VEHICLE	9,136.03	29,810.73	122,000.00	92,189.27	24.4
42-31-1320	USE TAX--BUILDING	5,835.93	22,559.98	115,000.00	92,440.02	19.6
	TOTAL TAXES	125,214.36	419,256.01	1,595,298.00	1,176,041.99	26.3
	MISCELLANEOUS REVENUE					
42-36-6100	INTEREST EARNINGS	8,540.79	17,406.89	9,000.00	(8,406.89)	193.4
42-36-6300	GRANTS	41,644.20	41,644.20	2,019,565.00	1,977,920.80	2.1
42-36-6700	SALE OF ASSETS	.00	.00	5,000.00	5,000.00	.0
42-36-6840	PARK FEE	.00	6,000.00	51,000.00	45,000.00	11.8
42-36-6841	SCHOOL IMPACT FEE	.00	2,940.00	25,000.00	22,060.00	11.8
42-36-6910	TRANSFER FROM GENERAL FUND	.00	.00	3,050,000.00	3,050,000.00	.0
42-36-6973	TRANS FROM MARSHALL FIRE RECOV	.00	.00	860,000.00	860,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	50,184.99	67,991.09	6,019,565.00	5,951,573.91	1.1
	TOTAL FUND REVENUE	175,399.35	487,247.10	7,614,863.00	7,127,615.90	6.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
42-426-3470	MAINTENANCE-FENCE	5,793.61	5,835.92	50,000.00	44,164.08	11.7
42-426-6040	IRRIGATION UPGRADES	55.80	55.80	65,000.00	64,944.20	.1
42-426-6290	TREE ENHANCEMENT & CARE	.00	.00	230,000.00	230,000.00	.0
42-426-6300	VEHICLES	.00	.00	60,000.00	60,000.00	.0
42-426-6416	COMMUNITY CENTER BLDG MAINT	6,609.75	6,848.35	50,000.00	43,151.65	13.7
42-426-6421	BUILDING-PW/PARKS MAINT & OPER	.00	.00	625,000.00	625,000.00	.0
42-426-6423	CAPITAL BUILDING MAINT - PARKS	.00	.00	15,000.00	15,000.00	.0
42-426-6492	PLAYGROUND UPDATE	.00	.00	100,000.00	100,000.00	.0
42-426-6493	PLAYGROUND SHADE STRUCTURES	.00	.00	100,000.00	100,000.00	.0
42-426-6494	XERISCAPING PROJECTS	91,820.13	91,820.13	75,000.00	(16,820.13)	122.4
42-426-6520	PARK IMPROVEMENTS - SHRUB BED	.00	.00	75,000.00	75,000.00	.0
42-426-6522	DOG PARK RENOVATIONS	41.12	41.12	25,000.00	24,958.88	.2
42-426-6530	PARK IMPROVEMENTS--OTHER	.00	32,809.45	75,000.00	42,190.55	43.8
42-426-6533	PARK FURNITURE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
42-426-6560	HISTORIC PROJECTS	.00	.00	35,000.00	35,000.00	.0
42-426-6989	CULTURAL ARTS AND EVENTS	250.00	307.16	70,000.00	69,692.84	.4
	TOTAL PARKS & RECREATION	104,570.41	137,717.93	1,680,000.00	1,542,282.07	8.2
	PUBLIC WORKS AND UTILITIES					
42-430-6244	TRAFFIC SIGNAL SYSTEM UPGRADES	.00	.00	60,000.00	60,000.00	.0
42-430-6300	VEHICLES	.00	.00	75,000.00	75,000.00	.0
42-430-6421	BUILDING-PW/PARKS MAINT & OPER	.00	.00	625,000.00	625,000.00	.0
42-430-6599	STREET MAINTENANCE - IN HOUSE	34,929.41	62,546.23	300,000.00	237,453.77	20.9
42-430-6605	STREET MAINT/REHAB - 2025	19,822.50	29,673.79	2,350,000.00	2,320,326.21	1.3
42-430-6613	ROCK CREEK PARKWAY UNDERPASS	.00	.00	1,050,000.00	1,050,000.00	.0
42-430-6645	STREET SEALING SLURRY SEALS	.00	.00	200,000.00	200,000.00	.0
42-430-6650	TRAFFIC CALMING	.00	.00	25,000.00	25,000.00	.0
	TOTAL PUBLIC WORKS AND UTILITIES	54,751.91	92,220.02	4,685,000.00	4,592,779.98	2.0
	NON-DEPARTMENTAL EXPENDITURES					
42-490-6010	SUSTAINABILITY ENHANCEMENTS	.00	.00	50,000.00	50,000.00	.0
42-490-6021	ENHANCED TOWN FACILITY COMM	.00	.00	20,000.00	20,000.00	.0
42-490-6100	SERVER REPLACEMENT	.00	.00	50,000.00	50,000.00	.0
42-490-6140	AV EQUIPMENT IMPROVEMENTS	.00	4,291.41	20,000.00	15,708.59	21.5
42-490-6402	CAPITAL BUILDING MAINT - OTHER	1,414.00	1,414.00	30,000.00	28,586.00	4.7
42-490-6546	DOWNTOWN SUPERIOR CIVIC SPACE	181,250.10	392,663.11	600,000.00	207,336.89	65.4
42-490-6991	COMPREHENSIVE PLAN UPDATE	25,112.84	25,112.84	225,000.00	199,887.16	11.2
	TOTAL NON-DEPARTMENTAL EXPENDITURES	207,776.94	423,481.36	995,000.00	571,518.64	42.6
	TOTAL FUND EXPENDITURES	367,099.26	653,419.31	7,360,000.00	6,706,580.69	8.9

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

CAPITAL IMPROVEMENTS PRGM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(191,699.91)	(166,172.21)	254,863.00	421,035.21	(65.2)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
45-31-1130	PROPERTY TAXES FOR ADMIN EXP	35,247.82	35,601.33	120,000.00	84,398.67	29.7
45-31-1140	PROPERTY TAXES FOR MAINT	155,280.77	155,931.74	534,000.00	378,068.26	29.2
45-31-1200	SPECIFIC OWNERSHIP TAXES	2,402.37	8,205.07	34,000.00	25,794.93	24.1
	TOTAL TAXES	192,930.96	199,738.14	688,000.00	488,261.86	29.0
	INTERGOVERNMENTAL REVENUES					
45-33-3710	HIGHWAY SIGNAL MAINTENANCE FEE	.00	.00	36,696.00	36,696.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	.00	.00	36,696.00	36,696.00	.0
	MISCELLANEOUS REVENUE					
45-36-6100	INTEREST EARNINGS	6,398.43	19,965.34	73,000.00	53,034.66	27.4
45-36-6300	GRANT REVENUE	.00	.00	500,000.00	500,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	6,398.43	19,965.34	573,000.00	553,034.66	3.5
	TOTAL FUND REVENUE	199,329.39	219,703.48	1,297,696.00	1,077,992.52	16.9

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
45-415-2420	TREASURER'S COLLECTION FEES	2,858.42	2,875.06	10,000.00	7,124.94	28.8
45-415-2650	MANAGEMENT SERVICES	15,889.17	47,667.51	190,670.00	143,002.49	25.0
	TOTAL ADMINISTRATION	18,747.59	50,542.57	200,670.00	150,127.43	25.2
	PARKS, RECREATION & OPEN SPACE					
45-426-3140	LANDSCAPE WATER	112.60	353.37	34,750.00	34,396.63	1.0
45-426-3450	LANDSCAPING	15,463.06	31,136.22	226,500.00	195,363.78	13.8
	TOTAL PARKS, RECREATION & OPEN SPACE	15,575.66	31,489.59	261,250.00	229,760.41	12.1
	TRANSPORTATION					
45-430-2240	TRAFFIC ENGINEERING SERVICES	480.00	480.00	7,500.00	7,020.00	6.4
45-430-3100	TELEPHONE	183.96	551.88	2,000.00	1,448.12	27.6
45-430-3150	ELECTRICITY	1,559.12	3,214.71	22,500.00	19,285.29	14.3
45-430-3310	MAINTENANCE - STREET & ROAD	.00	.00	4,000.00	4,000.00	.0
45-430-3370	MAINTENANCE - RESERVOIR/PONDS	.00	.00	50,000.00	50,000.00	.0
45-430-3420	SNOW REMOVAL	5,955.81	17,546.37	31,500.00	13,953.63	55.7
45-430-3440	MAINTENANCE - TRAFFIC SIGNAL	1,194.00	1,194.00	35,000.00	33,806.00	3.4
45-430-3460	MAINTENANCE - STREET LIGHT	.00	.00	6,000.00	6,000.00	.0
45-430-3461	MAINT-STREET LIGHT-TOWN OWNED	.00	.00	10,000.00	10,000.00	.0
45-430-3510	STREET SWEEPING	162.00	162.00	1,400.00	1,238.00	11.6
45-430-5130	SIGNAGE & STRIPING	.00	.00	10,000.00	10,000.00	.0
45-430-5620	SNOW REMOVAL - MATERIALS	.00	6,525.04	13,500.00	6,974.96	48.3
45-430-6600	STREET REHABILITATION	5,100.00	5,100.00	900,000.00	894,900.00	.6
45-430-6627	MARSHALL/MCCASLIN INTERSECTION	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL TRANSPORTATION	14,634.89	34,774.00	2,093,400.00	2,058,626.00	1.7
	TOTAL FUND EXPENDITURES	48,958.14	116,806.16	2,555,320.00	2,438,513.84	4.6
	NET REVENUE OVER EXPENDITURES	150,371.25	102,897.32	(1,257,624.00)	(1,360,521.32)	8.2

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

2025 CAPITAL IMPRV PROJECT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS AND UTILITIES					
46-430-6614	RCP - INDIANA TO 88TH STREET	523.00	523.00	.00	(523.00)	.0
	TOTAL PUBLIC WORKS AND UTILITIES	523.00	523.00	.00	(523.00)	.0
	TOTAL FUND EXPENDITURES	523.00	523.00	.00	(523.00)	.0
	NET REVENUE OVER EXPENDITURES	(523.00)	(523.00)	.00	523.00	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
50-34-4510	WATER SERVICE FEES	172,897.07	555,782.42	2,985,000.00	2,429,217.58	18.6
50-34-4511	IRRIGATION SERVICE FEES	.00	24.57	752,500.00	752,475.43	.0
50-34-4512	TAPPING FEES	300.00	1,700.00	4,000.00	2,300.00	42.5
50-34-4513	UTILITY TRANSFER & LATE FEES	1,650.00	4,900.00	20,000.00	15,100.00	24.5
50-34-4516	METER INSTALLATION FEES	150.00	850.00	3,000.00	2,150.00	28.3
50-34-4517	CONSTRUCTION METER FEES	380.00	1,230.00	1,000.00	(230.00)	123.0
50-34-4518	CONSTRUCTION WATER FEES	822.42	2,739.32	5,000.00	2,260.68	54.8
50-34-4519	METER FEES	1,655.00	7,325.00	20,000.00	12,675.00	36.6
50-34-4521	BACKFLOW TEST FEES	.00	85.00	2,000.00	1,915.00	4.3
	TOTAL CHARGES FOR SERVICES	177,854.49	574,636.31	3,792,500.00	3,217,863.69	15.2
	MISCELLANEOUS REVENUE					
50-36-6100	INTEREST EARNINGS	66,364.27	205,613.20	689,000.00	483,386.80	29.8
50-36-6300	GRANTS	.00	.00	4,141,250.00	4,141,250.00	.0
50-36-6341	SYSTEM DEVEL FEES (TAP FEES)	105,864.00	599,896.00	2,500,000.00	1,900,104.00	24.0
50-36-6344	IRRIG. SYS. DEVEL. (TAP FEES)	.00	.00	25,000.00	25,000.00	.0
50-36-6348	EFFLUENT WATER LEASES	.00	.00	20,000.00	20,000.00	.0
50-36-6500	RENEWABLE ENERGY CREDIT PYMTS	.00	3,826.90	25,000.00	21,173.10	15.3
50-36-6600	OTHER REVENUE	25.00	175.00	5,000.00	4,825.00	3.5
50-36-6700	SALE OF ASSETS	.00	.00	1,000.00	1,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	172,253.27	809,511.10	7,406,250.00	6,596,738.90	10.9
	TOTAL FUND REVENUE	350,107.76	1,384,147.41	11,198,750.00	9,814,602.59	12.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
50-415-2100	LEGAL SERVICES - GENERAL	236.83	236.83	1,000.00	763.17	23.7
50-415-3100	TELEPHONE	74.05	202.15	1,600.00	1,397.85	12.6
50-415-4200	MEMBERSHIPS	.00	.00	1,100.00	1,100.00	.0
50-415-4300	TRAINING	.00	347.20	1,950.00	1,602.80	17.8
50-415-4310	TRAVEL & EXPENSES	.00	132.74	1,500.00	1,367.26	8.9
50-415-4400	PRINTING & BINDING	.00	.00	6,000.00	6,000.00	.0
50-415-4900	OTHER FEES & SERVICES	.00	336.08	3,000.00	2,663.92	11.2
50-415-5100	OFFICE SUPPLIES	.00	77.26	2,500.00	2,422.74	3.1
50-415-5160	UNIFORMS & SUPPLIES	.00	1,370.35	4,000.00	2,629.65	34.3
50-415-8220	WATER CONSERVATION PROGRAM	75.00	150.00	33,000.00	32,850.00	.5
	TOTAL ADMINISTRATION	385.88	2,852.61	55,650.00	52,797.39	5.1
	WATER SUPPLY					
50-450-5510	WATER LEASES	.00	.00	34,500.00	34,500.00	.0
50-450-5520	WINDY GAP CARRIAGE & POWER	169,290.79	169,290.79	325,000.00	155,709.21	52.1
50-450-5530	COLORADO BIG THOMPSON ASSESSMT	.00	.00	124,700.00	124,700.00	.0
50-450-5541	FRICO ASSESSMENTS	.00	470.00	2,000.00	1,530.00	23.5
50-450-5560	C-B/T CARRY-OVER	.00	.00	24,000.00	24,000.00	.0
50-450-5570	WINDY GAP ADMIN/FIXED O&M COST	54,000.00	54,000.00	54,000.00	.00	100.0
50-450-6710	WATER RIGHTS--LEGAL & ENGINEER	.00	1,178.30	33,000.00	31,821.70	3.6
50-450-6750	SOUTHERN WATER SUPPLY PIPELINE	.00	.00	557,000.00	557,000.00	.0
	TOTAL WATER SUPPLY	223,290.79	224,939.09	1,154,200.00	929,260.91	19.5
	WATER TREATMENT					
50-451-2370	TREATMENT PLANT OPERATOR	.00	14,530.17	179,000.00	164,469.83	8.1
50-451-2371	TREATMENT PLANT-CHEMICAL TEST	1,014.40	2,280.06	26,000.00	23,719.94	8.8
50-451-2372	TREATMENT PLANT-ADD'L SERVICES	.00	.00	13,800.00	13,800.00	.0
50-451-2373	STATE PERMIT & CALIBRATION	255.00	5,308.75	28,500.00	23,191.25	18.6
50-451-3100	TELEPHONE	314.79	1,124.43	4,700.00	3,575.57	23.9
50-451-3110	UTILITIES	221.07	1,004.31	8,200.00	7,195.69	12.3
50-451-3150	ELECTRICITY	4,309.06	12,170.68	31,000.00	18,829.32	39.3
50-451-3160	NATURAL GAS	583.41	1,905.93	5,400.00	3,494.07	35.3
50-451-3340	REPAIR & MAINT-TREATMENT PLANT	621.15	10,200.62	50,000.00	39,799.38	20.4
50-451-3341	PROCESS & INSTRUMENT MAINT	.00	1,063.45	17,500.00	16,436.55	6.1
50-451-3342	MAINTENANCE - UV SYSTEM	.00	.00	26,500.00	26,500.00	.0
50-451-3390	SOLIDS HAULING	.00	.00	50,000.00	50,000.00	.0
50-451-3491	OPER & MAINT-PHOTOVOLTAIC SYS	2,739.37	3,925.46	5,400.00	1,474.54	72.7
50-451-5140	CHEMICALS	.00	15,128.33	94,000.00	78,871.67	16.1
50-451-5220	TOOLS & SMALL EQUIPMENT	.00	663.30	5,200.00	4,536.70	12.8
50-451-5510	SCADA SOFTWARE	3,400.00	5,100.00	20,500.00	15,400.00	24.9
	TOTAL WATER TREATMENT	13,458.25	74,405.49	565,700.00	491,294.51	13.2

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER STORAGE & DISTRIBUTION					
50-452-2210	ENGINEERING SERVICES	.00	.00	50,000.00	50,000.00	.0
50-452-2390	UTILITY LOCATION SERVICES	.00	.00	1,600.00	1,600.00	.0
50-452-3150	ELECTRICITY	3,701.54	7,782.95	79,800.00	72,017.05	9.8
50-452-3350	REPAIR & MAINT - POTABLE LINES	1,822.47	5,081.47	173,000.00	167,918.53	2.9
50-452-3360	MAINTENANCE - IRRIGATION	2,314.00	2,831.95	68,400.00	65,568.05	4.1
50-452-3370	MAINTENANCE - RESERVOIR/PONDS	.00	.00	19,000.00	19,000.00	.0
50-452-5610	WATER METERS	15,898.55	21,201.35	75,000.00	53,798.65	28.3
	TOTAL WATER STORAGE & DISTRIBUTION	23,736.56	36,897.72	466,800.00	429,902.28	7.9
	NON-DEPARTMENTAL EXPENDITURES					
50-490-2400	AUDITING SERVICES	4,869.38	9,738.76	22,500.00	12,761.24	43.3
50-490-2440	UTILITY BILLING FEES	1,269.55	7,234.70	17,000.00	9,765.30	42.6
50-490-2490	INVESTMENT FEES	1,315.13	1,315.13	15,000.00	13,684.87	8.8
50-490-2650	MANAGEMENT SERVICES	38,121.28	114,363.84	457,455.00	343,091.16	25.0
50-490-3220	MAINTENANCE - BUILDING	39.24	117.72	5,000.00	4,882.28	2.4
50-490-4600	INSURANCE	4,607.17	60,376.92	50,500.00	(9,876.92)	119.6
50-490-4800	STUDIES	.00	.00	2,500.00	2,500.00	.0
50-490-5120	FUEL & MAINTENANCE	750.23	1,869.08	20,000.00	18,130.92	9.4
50-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	6,135,624.00	6,135,624.00	.0
50-490-7740	NOTE INTEREST - 2015 NOTE	.00	.00	119,645.00	119,645.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	50,971.98	195,016.15	6,845,224.00	6,650,207.85	2.9
	UTILITY PROJECTS					
50-499-3340	REPAIR & MAINT-TREATMENT PLANT	.00	22,600.62	40,000.00	17,399.38	56.5
50-499-6071	GAC SYSTEM	.00	.00	154,500.00	154,500.00	.0
50-499-6132	WTP CLARIFLOCCULATOR REBUILD	.00	9,730.00	260,000.00	250,270.00	3.7
50-499-6135	REUSE SYSTEM UPGRADES	.00	.00	150,000.00	150,000.00	.0
50-499-6137	SMART METERS	.00	.00	2,250,000.00	2,250,000.00	.0
50-499-6138	WATER MAIN TRANSMISSION LINE	.00	.00	250,000.00	250,000.00	.0
50-499-6142	WATER PUMPS STATION UPGRADES	.00	.00	300,000.00	300,000.00	.0
50-499-6146	WTP BUILDING MAINTENANCE	.00	.00	60,000.00	60,000.00	.0
50-499-6148	WTP SLUDGE DRYING BEDS	.00	.00	230,000.00	230,000.00	.0
50-499-6157	POTABLE & IRRIGATION VALVE	.00	.00	70,000.00	70,000.00	.0
50-499-6159	FIRE HYDRANT REPLACEMENT	.00	.00	25,000.00	25,000.00	.0
50-499-6300	VEHICLES	.00	.00	37,500.00	37,500.00	.0
50-499-6421	BUILDING-PW/PARKS MAINT & OPER	.00	.00	1,250,000.00	1,250,000.00	.0
50-499-6781	WINDY GAP LOAN REPAYMENT	.00	1,435,367.89	1,460,000.00	24,632.11	98.3
	TOTAL UTILITY PROJECTS	.00	1,467,698.51	6,537,000.00	5,069,301.49	22.5
	TOTAL FUND EXPENDITURES	311,843.46	2,001,809.57	15,624,574.00	13,622,764.43	12.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	38,264.30	(617,662.16)	(4,425,824.00)	(3,808,161.84)	(14.0)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
51-34-4512	TAPPING FEES	225.00	1,275.00	4,000.00	2,725.00	31.9
51-34-4514	SEWER USER FEES	184,343.89	559,719.21	2,202,537.00	1,642,817.79	25.4
	TOTAL CHARGES FOR SERVICES	184,568.89	560,994.21	2,206,537.00	1,645,542.79	25.4
	MISCELLANEOUS REVENUE					
51-36-6100	INTEREST EARNINGS	13,646.94	38,743.31	74,000.00	35,256.69	52.4
51-36-6300	GRANTS	.00	.00	3,039,414.00	3,039,414.00	.0
51-36-6341	SYSTEM DEVEL FEES (TAP FEES)	21,783.00	123,437.00	1,900,000.00	1,776,563.00	6.5
51-36-6500	RENEWABLE ENERGY CREDIT PYMTS	1,971.56	5,727.28	26,155.00	20,427.72	21.9
51-36-6600	OTHER REVENUE	.00	4,720.00	1,000.00	(3,720.00)	472.0
51-36-6700	SALE OF ASSETS	.00	.00	500.00	500.00	.0
51-36-6953	TRANSFER FROM OPERATIONS	.00	.00	81,767.00	81,767.00	.0
	TOTAL MISCELLANEOUS REVENUE	37,401.50	172,627.59	5,122,836.00	4,950,208.41	3.4
	TOTAL FUND REVENUE	221,970.39	733,621.80	7,329,373.00	6,595,751.20	10.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
51-415-2100	LEGAL SERVICES - GENERAL	236.83	236.83	500.00	263.17	47.4
51-415-3100	TELEPHONE	44.43	121.29	1,100.00	978.71	11.0
51-415-4200	MEMBERSHIPS	.00	.00	500.00	500.00	.0
51-415-4300	TRAINING	.00	208.32	1,170.00	961.68	17.8
51-415-4310	TRAVEL & EXPENSES	.00	79.64	1,545.00	1,465.36	5.2
51-415-4900	OTHER FEES & SERVICES	.00	204.02	1,700.00	1,495.98	12.0
51-415-5100	OFFICE SUPPLIES	.00	3,411.98	1,500.00	(1,911.98)	227.5
51-415-5160	UNIFORMS & SUPPLIES	.00	822.22	3,000.00	2,177.78	27.4
	TOTAL ADMINISTRATION	281.26	5,084.30	11,015.00	5,930.70	46.2
	WASTE WATER COLLECTION					
51-460-2210	ENGINEERING SERVICES	.00	.00	25,000.00	25,000.00	.0
51-460-2390	UTILITY LOCATION SERVICES	.00	.00	2,000.00	2,000.00	.0
51-460-3110	UTILITIES	25.67	77.01	500.00	422.99	15.4
51-460-3150	ELECTRICITY	834.88	1,945.54	11,500.00	9,554.46	16.9
51-460-3160	NATURAL GAS	116.38	173.27	1,000.00	826.73	17.3
51-460-3350	MAINTENANCE--UTIL LINES/CHAN'L	2,506.80	5,167.06	34,500.00	29,332.94	15.0
51-460-3430	MAINTENANCE--LIFT STATION	.00	327.29	12,000.00	11,672.71	2.7
	TOTAL WASTE WATER COLLECTION	3,483.73	7,690.17	86,500.00	78,809.83	8.9
	WASTE WATER TREATMENT PLANT					
51-461-2210	ENGINEERING SERVICES	.00	.00	25,000.00	25,000.00	.0
51-461-2370	TREATMENT PLANT OPERATOR	.00	33,405.77	411,000.00	377,594.23	8.1
51-461-2371	TREATMENT PLANT-CHEMICAL TEST	277.60	7,968.20	54,000.00	46,031.80	14.8
51-461-2372	TREATMENT PLANT-ADD'L SERVICES	.00	68.65	12,800.00	12,731.35	.5
51-461-2373	STATE PERMITS	.00	4,492.60	26,000.00	21,507.40	17.3
51-461-3100	TELEPHONE	251.56	814.70	3,200.00	2,385.30	25.5
51-461-3110	UTILITIES - WATER	1,110.95	6,620.71	16,000.00	9,379.29	41.4
51-461-3150	ELECTRICITY	12,914.09	25,714.57	175,000.00	149,285.43	14.7
51-461-3160	NATURAL GAS	1,878.41	3,778.08	19,000.00	15,221.92	19.9
51-461-3340	REPAIR & MAINT-TREATMENT PLANT	410.90	21,988.12	94,100.00	72,111.88	23.4
51-461-3341	PROCESS & INSTRUMENT MAINT	.00	10,342.80	13,900.00	3,557.20	74.4
51-461-3355	REPAIRS & MAINT-CENTRIFUGE	.00	1,831.90	.00	(1,831.90)	.0
51-461-3390	SLUDGE HAULING	3,336.13	6,943.49	52,300.00	45,356.51	13.3
51-461-3491	OPER & MAINT-PHOTOVOLTAIC SYS	3,899.88	7,766.03	5,400.00	(2,366.03)	143.8
51-461-5140	CHEMICALS	.00	29,632.10	200,000.00	170,367.90	14.8
51-461-5220	TOOLS & SMALL EQUIPMENT	.00	397.97	3,200.00	2,802.03	12.4
51-461-5510	SCADA SOFTWARE	3,400.00	5,100.00	21,000.00	15,900.00	24.3
	TOTAL WASTE WATER TREATMENT PLANT	27,479.52	166,865.69	1,131,900.00	965,034.31	14.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL EXPENDITURES					
51-490-2400	AUDITING SERVICES	2,921.62	5,843.24	13,500.00	7,656.76	43.3
51-490-2440	UTILITY BILLING FEES	513.22	1,428.92	5,000.00	3,571.08	28.6
51-490-2490	INVESTMENT FEES	138.43	138.43	1,600.00	1,461.57	8.7
51-490-2650	MANAGEMENT SERVICES	22,872.77	68,618.31	274,473.00	205,854.69	25.0
51-490-3220	MAINTENANCE - BUILDING	55.84	158.28	2,500.00	2,341.72	6.3
51-490-4600	INSURANCE	2,764.30	36,226.15	28,550.00	(7,676.15)	126.9
51-490-5120	FUEL & ROUTINE MAINTENANCE	450.14	1,121.43	11,500.00	10,378.57	9.8
51-490-7630	LOAN PRINCIPAL - 2020 LOAN	.00	100,480.00	200,960.00	100,480.00	50.0
51-490-7640	LOAN INTEREST - 2020 LOAN	.00	50,350.30	100,701.00	50,350.70	50.0
51-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	336,171.00	336,171.00	.0
51-490-7740	NOTE INTEREST - 2015 NOTE	.00	.00	6,555.00	6,555.00	.0
51-490-9530	TRANSFER TO CAPITAL	.00	.00	81,767.00	81,767.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	29,716.32	264,365.06	1,063,277.00	798,911.94	24.9
	UTILITY PROJECTS					
51-499-6081	TOWNWIDE COLLECTION SYSTEM VID	.00	.00	40,000.00	40,000.00	.0
51-499-6179	WWTP DISCHARGE REPAIRS	.00	.00	80,000.00	80,000.00	.0
51-499-6195	WWTP SLUDGE DEWATERING	159,649.95	174,363.45	.00	(174,363.45)	.0
51-499-6236	WWTP MISC IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
51-499-6237	WWTP BUILDING UPGRADES	.00	5,612.70	80,000.00	74,387.30	7.0
51-499-6239	WWTP BIOLOG. NUTRIENT REMOVAL	.00	2,361.00	2,800,000.00	2,797,639.00	.1
51-499-6284	SANIT SEWER MANHOLE&LINE REHAB	.00	.00	75,000.00	75,000.00	.0
51-499-6300	VEHICLES	.00	.00	22,500.00	22,500.00	.0
51-499-6940	EQ PONDS SLUDGE REMOVAL	.00	.00	500,000.00	500,000.00	.0
	TOTAL UTILITY PROJECTS	159,649.95	182,337.15	3,647,500.00	3,465,162.85	5.0
	TOTAL FUND EXPENDITURES	220,610.78	626,342.37	5,940,192.00	5,313,849.63	10.5
	NET REVENUE OVER EXPENDITURES	1,359.61	107,279.43	1,389,181.00	1,281,901.57	7.7

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
52-34-4515	STORM DRAINAGE FEES	33,791.09	101,332.54	408,000.00	306,667.46	24.8
	TOTAL CHARGES FOR SERVICES	33,791.09	101,332.54	408,000.00	306,667.46	24.8
	MISCELLANEOUS REVENUE					
52-36-6100	INTEREST EARNINGS	3,005.58	7,823.63	19,000.00	11,176.37	41.2
52-36-6341	SYSTEM DEVEL FEES (TAP FEES)	13,527.00	63,741.03	240,000.00	176,258.97	26.6
52-36-6600	OTHER REVENUE	.00	159,172.50	.00	(159,172.50)	.0
52-36-6700	SALE OF ASSETS	.00	.00	500.00	500.00	.0
	TOTAL MISCELLANEOUS REVENUE	16,532.58	230,737.16	259,500.00	28,762.84	88.9
	TOTAL FUND REVENUE	50,323.67	332,069.70	667,500.00	335,430.30	49.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
52-415-2100	LEGAL SERVICES - GENERAL	.00	.00	500.00	500.00	.0
52-415-2300	PLANNING SERVICES - (KICP)	236.84	236.84	18,000.00	17,763.16	1.3
52-415-2373	MS4 PERMIT ADMINISTRATION	.00	.00	45,000.00	45,000.00	.0
52-415-3100	TELEPHONE	29.62	80.86	1,000.00	919.14	8.1
52-415-4200	MEMBERSHIPS	.00	.00	1,200.00	1,200.00	.0
52-415-4300	TRAINING	.00	138.86	780.00	641.14	17.8
52-415-4310	TRAVEL & EXPENSES	.00	53.10	1,030.00	976.90	5.2
52-415-4900	OTHER FEES & SERVICES	.00	131.97	1,250.00	1,118.03	10.6
52-415-5100	OFFICE SUPPLIES	.00	30.90	2,100.00	2,069.10	1.5
52-415-5160	UNIFORMS & SUPPLIES	.00	541.28	1,500.00	958.72	36.1
	TOTAL ADMINISTRATION	266.46	1,213.81	72,360.00	71,146.19	1.7
	STORM DRAINAGE					
52-480-2210	ENGINEERING SERVICES	.00	.00	10,000.00	10,000.00	.0
52-480-2390	UTILITY LOCATION SERVICES	.00	.00	2,000.00	2,000.00	.0
52-480-3350	REPAIR & MAINT-UTIL'Y CHANNELS	.00	.00	3,000.00	3,000.00	.0
52-480-3370	REPAIR & MAINT-RESERVOIR/PONDS	3,027.04	6,054.08	29,000.00	22,945.92	20.9
52-480-3510	STREET SWEEPING	2,158.00	2,158.00	18,000.00	15,842.00	12.0
52-480-5220	TOOLS & SMALL EQUIPMENT	.00	265.30	2,000.00	1,734.70	13.3
	TOTAL STORM DRAINAGE	5,185.04	8,477.38	64,000.00	55,522.62	13.3
	NON-DEPARTMENTAL EXPENDITURES					
52-490-2400	AUDITING SERVICES	1,947.75	3,895.50	9,000.00	5,104.50	43.3
52-490-2440	UTILITY BILLING FEES	162.07	451.24	2,000.00	1,548.76	22.6
52-490-2650	MANAGEMENT SERVICES	15,248.51	45,745.53	182,982.00	137,236.47	25.0
52-490-4600	INSURANCE	1,842.87	24,150.77	18,950.00	(5,200.77)	127.4
52-490-5120	FUEL & ROUTINE MAINTENANCE	300.09	754.31	6,200.00	5,445.69	12.2
52-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	238,205.00	238,205.00	.0
52-490-7740	NOTE INTEREST - 2015 NOTE	.00	.00	4,645.00	4,645.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	19,501.29	74,997.35	461,982.00	386,984.65	16.2
	UTILITY PROJECTS					
52-499-6300	VEHICLES	.00	.00	15,000.00	15,000.00	.0
52-499-6992	RESERVOIR & PONDS MAINTENANCE	91,302.00	91,302.00	150,000.00	58,698.00	60.9
	TOTAL UTILITY PROJECTS	91,302.00	91,302.00	165,000.00	73,698.00	55.3
	TOTAL FUND EXPENDITURES	116,254.79	175,990.54	763,342.00	587,351.46	23.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

STORM DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(65,931.12)	156,079.16	(95,842.00)	(251,921.16)	162.9

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

TRASH AND RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
53-34-4520	TRASH AND RECYCLING USER FEES	19,609.56	55,649.63	245,000.00	189,350.37	22.7
	TOTAL CHARGES FOR SERVICES	19,609.56	55,649.63	245,000.00	189,350.37	22.7
	TOTAL FUND REVENUE	19,609.56	55,649.63	245,000.00	189,350.37	22.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

TRASH AND RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRASH AND RECYCLING					
53-481-3630	TRASH AND RECYLING	.00	58,121.30	245,000.00	186,878.70	23.7
	TOTAL TRASH AND RECYCLING	.00	58,121.30	245,000.00	186,878.70	23.7
	TOTAL FUND EXPENDITURES	.00	58,121.30	245,000.00	186,878.70	23.7
	NET REVENUE OVER EXPENDITURES	19,609.56	(2,471.67)	.00	2,471.67	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

ORIGINAL TOWN SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
54-36-6100	INTEREST EARNINGS	88.82	274.56	.00	(274.56)	.0
	TOTAL MISCELLANEOUS REVENUE	88.82	274.56	.00	(274.56)	.0
	TOTAL FUND REVENUE	88.82	274.56	.00	(274.56)	.0
	NET REVENUE OVER EXPENDITURES	88.82	274.56	.00	(274.56)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
70-36-6100	INTEREST EARNINGS	752.81	2,303.24	3,500.00	1,196.76	65.8
70-36-6310	CONSERVATION TRUST FUNDS	37,826.96	37,826.96	160,000.00	122,173.04	23.6
	TOTAL MISCELLANEOUS REVENUE	38,579.77	40,130.20	163,500.00	123,369.80	24.5
	TOTAL FUND REVENUE	38,579.77	40,130.20	163,500.00	123,369.80	24.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
70-426-3480	POOLS REPAIRS AND IMPROVEMENTS	.00	.00	250,000.00	250,000.00	.0
70-426-6290	TREE, PLANT AND SHRUB ENHANCE	2,139.48	2,139.48	80,000.00	77,860.52	2.7
	TOTAL PARKS & RECREATION	2,139.48	2,139.48	330,000.00	327,860.52	.7
	TOTAL FUND EXPENDITURES	2,139.48	2,139.48	330,000.00	327,860.52	.7
	NET REVENUE OVER EXPENDITURES	36,440.29	37,990.72	(166,500.00)	(204,490.72)	22.8

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

OPEN SPACE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
71-31-1300	GENERAL SALES TAX	.00	.00	733,298.00	733,298.00	.0
71-31-1310	USE TAX--VEHICLE	.00	.00	92,000.00	92,000.00	.0
71-31-1320	USE TAX--BUILDING	5,835.93	17,559.98	110,000.00	92,440.02	16.0
	TOTAL TAXES	5,835.93	17,559.98	935,298.00	917,738.02	1.9
	MISCELLANEOUS REVENUE					
71-36-6100	INTEREST EARNINGS	452.63	1,751.61	2,000.00	248.39	87.6
71-36-6210	LEASE REVENUE	1,765.18	5,295.54	21,594.00	16,298.46	24.5
	TOTAL MISCELLANEOUS REVENUE	2,217.81	7,047.15	23,594.00	16,546.85	29.9
	TOTAL FUND REVENUE	8,053.74	24,607.13	958,892.00	934,284.87	2.6

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

OPEN SPACE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPEN SPACE					
71-471-1010	REGULAR SALARIES	3,505.96	13,634.28	60,770.00	47,135.72	22.4
71-471-1060	OVERTIME	.00	.00	500.00	500.00	.0
71-471-1300	PAYROLL COSTS (BENEFITS)	1,665.20	7,414.09	27,524.00	20,109.91	26.9
71-471-1400	EMPLOYER CONTRIBUTION - FICA	48.89	220.13	888.00	667.87	24.8
71-471-2650	MANAGEMENT SERVICES	1,953.86	5,861.58	23,446.00	17,584.42	25.0
71-471-3140	WATER	.00	.00	27,000.00	27,000.00	.0
71-471-3450	MAINTENANCE - LANDSCAPE	17,014.33	31,779.93	375,000.00	343,220.07	8.5
71-471-3470	MAINTENANCE - FENCE	.00	.00	50,000.00	50,000.00	.0
71-471-4122	OPEN SPACE COORDINATION	.00	1,110.73	20,000.00	18,889.27	5.6
71-471-4900	OTHER FEES & SERVICES	103.62	103.62	.00	(103.62)	.0
71-471-6581	PARKING LOT IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
71-471-6900	LAND	(103.62)	.00	.00	.00	.0
71-471-6907	COYOTE RIDGE TRAILHEAD&WAYFIND	(3,860.00)	.00	.00	.00	.0
71-471-6908	OPEN SPACE MASTER PLAN	(1,012.50)	.00	.00	.00	.0
71-471-6912	MASTER PLAN IMPLEMENTATION	15,232.15	15,232.15	50,000.00	34,767.85	30.5
71-471-6913	OPEN SPACE FUELS MITIGATION	28,350.00	64,700.00	.00	(64,700.00)	.0
	TOTAL OPEN SPACE	62,897.89	140,056.51	655,128.00	515,071.49	21.4
	TOTAL FUND EXPENDITURES	62,897.89	140,056.51	655,128.00	515,071.49	21.4
	NET REVENUE OVER EXPENDITURES	(54,844.15)	(115,449.38)	303,764.00	419,213.38	(38.0)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

CLASS ONE LANDSCAPE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
72-34-4710	LANDSCAPE MAINTENANCE FEES	182,712.19	541,532.39	2,118,771.00	1,577,238.61	25.6
	TOTAL CHARGES FOR SERVICES	182,712.19	541,532.39	2,118,771.00	1,577,238.61	25.6
	MISCELLANEOUS REVENUE					
72-36-6100	INTEREST EARNINGS	1,341.65	2,458.61	17,000.00	14,541.39	14.5
72-36-6600	OTHER REVENUE	(21,668.00)	10,834.00	.00	(10,834.00)	.0
	TOTAL MISCELLANEOUS REVENUE	(20,326.35)	13,292.61	17,000.00	3,707.39	78.2
	TOTAL FUND REVENUE	162,385.84	554,825.00	2,135,771.00	1,580,946.00	26.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

CLASS ONE LANDSCAPE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
72-426-2440	UTILITY BILLING FEES	756.32	2,105.77	7,000.00	4,894.23	30.1
72-426-2630	MOSQUITO CONTROL	.00	.00	30,900.00	30,900.00	.0
72-426-2650	MANAGEMENT SERVICES	25,400.22	76,200.66	304,803.00	228,602.34	25.0
72-426-3140	WATER	211.99	635.97	404,188.00	403,552.03	.2
72-426-3150	ELECTRICITY	2,777.79	6,143.43	25,750.00	19,606.57	23.9
72-426-3290	MAINTENANCE - TRAILS	.00	59.70	49,500.00	49,440.30	.1
72-426-3320	MAINTENANCE - PLAYGROUND	27.72	27.72	16,500.00	16,472.28	.2
72-426-3370	MAINTENANCE - RESERVOIR/PONDS	.00	59.89	55,500.00	55,440.11	.1
72-426-3450	MAINTENANCE - LANDSCAPE	105,760.94	215,944.97	1,226,000.00	1,010,055.03	17.6
72-426-4900	OTHER FEES & SERVICES	.00	.00	2,000.00	2,000.00	.0
72-426-6080	DRAINAGE IMPROVEMENTS	4,875.00	4,875.00	5,000.00	125.00	97.5
72-426-8230	WILDLIFE & VEGETATION MGMT	125.00	125.00	7,750.00	7,625.00	1.6
	TOTAL PARKS & RECREATION	139,934.98	306,178.11	2,134,891.00	1,828,712.89	14.3
	TOTAL FUND EXPENDITURES	139,934.98	306,178.11	2,134,891.00	1,828,712.89	14.3
	NET REVENUE OVER EXPENDITURES	22,450.86	248,646.89	880.00	(247,766.89)	28255.

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

MARSHALL FIRE RECOVERY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
73-31-1300	GENERAL SALES TAX	58,795.94	195,672.17	730,000.00	534,327.83	26.8
73-31-1310	USE TAX--VEHICLE	4,872.55	15,899.05	65,000.00	49,100.95	24.5
73-31-1320	USE TAX--BUILDING	3,112.50	12,031.99	60,000.00	47,968.01	20.1
	TOTAL TAXES	66,780.99	223,603.21	855,000.00	631,396.79	26.2
	MISCELLANEOUS REVENUE					
73-36-6100	INTEREST EARNINGS	515.28	3,353.37	5,000.00	1,646.63	67.1
	TOTAL MISCELLANEOUS REVENUE	515.28	3,353.37	5,000.00	1,646.63	67.1
	TOTAL FUND REVENUE	67,296.27	226,956.58	860,000.00	633,043.42	26.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

MARSHALL FIRE RECOVERY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL EXPENDITURES					
73-490-9420	TRANSFER TO CAPITAL IMPRV FUND	.00	.00	860,000.00	860,000.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	.00	.00	860,000.00	860,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	860,000.00	860,000.00	.0
	NET REVENUE OVER EXPENDITURES	67,296.27	226,956.58	.00	(226,956.58)	.0

ITEM NO. 5f

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Consideration of an Ordinance Amending Section 8-1-70 Regarding Authority to Tow Vehicles**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Matt Magley, Town Manager**
Dave Salaman, Sgt. Boulder County Sheriff's Office
Nicholas Hartman, Town Attorney

PRESENTED FOR: **Second Reading**

BACKGROUND:
State legislation governing the towing of illegally parked vehicles has been amended and the Town's Municipal Code needs to be updated to remain aligned with statewide standards and ensure Boulder County Sheriff's Office staff are able to work with Town staff to help mitigate issues due to illegally parked vehicles in our community. The current authority to tow vehicles limits the Town's ability to maintain esthetics of a neighborhood due to presence of an abandoned vehicle. There have been several instances where an abandoned vehicle was left in Superior, and we were able to resolve without having to find a method to tow those vehicles under our current ordinance. Through proactive communication with vehicle owners, the Town has been able to get vehicles removed rather than pursuing a Municipal Court Order to have vehicles removed as currently required. In preparation for a future instance where these proactive efforts may be unsuccessful, the Town Attorney and Sgt. Salaman have worked to assemble a proposed amendment to the Code that identifies circumstances under which towing a vehicle may be the most appropriate step. Scheduled under this agenda item is Council consideration of the first reading of an ordinance updating the Town's authority to tow vehicles.

As currently written, the Code only allows the impoundment of an abandoned vehicle with a Municipal Court Order, which can require several weeks to process, and then only under very limited circumstances would this step even be possible to carry out. The current ordinance is also very restrictive as to when Law Enforcement staff are able to tow vehicles when it would otherwise be necessary, for example when the driver of a vehicle is taken into custody, or the driver of a vehicle does not hold a valid driver's license.

RECOMMENDED ACTION:
Approve Ordinance Amending Section 8-1-70 Regarding Authority to Tow Vehicles

ATTACHMENT:
- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-11
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR REPEALING AND REENACTING SECTION 8-1-70 OF THE SUPERIOR MUNICIPAL CODE, REGARDING THE AUTHORITY TO TOW VEHICLES

WHEREAS, the Town desires to update its authority to tow vehicles; and

WHEREAS, the Town Council finds that adoption of this Ordinance is in the best interest of the public health, safety and welfare of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO:

Section 1. Section 8-1-70 is hereby repealed in its entirety and reenacted as follows:

Sec. 8-1-70 – Authority to tow vehicles.

(a) The Town is authorized to remove a vehicle to the nearest place of safety or to a secure impound lot or facility when:

(1) A vehicle is left unattended upon any bridge, causeway or viaduct, or in any underpass, where such vehicle constitutes an obstruction to traffic;

(2) A vehicle on a street is so disabled as to constitute an obstruction to traffic or public hazard, and the person in charge of the vehicle is unable or unwilling to provide for its custody and removal;

(3) A vehicle being driven on a street is so defective as to pose an imminent hazard to public safety;

(4) A vehicle is left unattended on a street and is parked in a way that constitutes a definite hazard or obstruction to the normal movement of traffic or proper street or highway maintenance;

(5) A vehicle is left unattended on public property and a peace officer has reasonable grounds to believe it has been abandoned;

(6) The driver of a vehicle is taken into custody by a peace officer;

(7) Removal is necessary in the interest of public safety because of fire, flood, storm or other emergency reason;

(8) The vehicle is parked in a tow-away zone or in a handicapped parking space without displaying a placard or license plate indicating that the vehicle may be parked in such a space;

(9) There is probable cause to believe that the driver of the vehicle does not hold a valid driver's license, or the driver's license is actively suspended, revoked, denied or canceled;

(10) A law enforcement officer has reason to believe that the driver of the vehicle is not in rightful possession of the vehicle and the officer cannot verify ownership through readily available means;

(11) There is probable cause to believe that the owner or operator of the vehicle fails to have a complying policy or certificate of self-insurance in full force and effect, as required by C.R.S. §§ 10-4-619 and 10-4-624; or

(12) Impound of the vehicle is ordered by the Municipal Court.

(b) All costs incurred by the Town in removal of any vehicle pursuant to this section shall be the responsibility of the owner of such vehicle.

(c) Nothing in this Section shall be deemed to restrict the authority possessed by any peace officer under any other provision of law to seize any vehicle or part thereof if it is or contains evidence or is an instrumentality of a crime. Such provisions include, without limitation, the authority to seize a vehicle when there is probable cause to believe that a vehicle has been involved in a hit and run accident or contains stolen parts, or when a search of a vehicle has been authorized by court order. The release of any vehicle so seized shall be governed by the law under which it was seized. When such vehicle is released pursuant to such law, its owner shall be notified and shall not be liable for the towing or storage charges attributable solely to such seizure, but shall be liable for such costs to the extent attributable to any charge which arose concurrently under this Section.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 4. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 27th day of May, 2025.

_____
Jason Serbu, Mayor Pro-Tem

ATTEST:

_____
Shannon Dujardin, Town Clerk

ITEM NO. 5g

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Resolution Approving an Agreement to Design and Construct Community Park Playground Improvements**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Jordan Hayes, Project Manager**
Leslie Clark, PROS Director

PRESENTED FOR: **Action**

BACKGROUND:
The Town of Superior has 15 playgrounds located throughout the park system. Community Park Playground is over 20 years old and needs renovation, including play structures, safety surfacing, and shade. Community Park Playground is one of the largest playgrounds in the Superior System, spanning over 1,700 sq. ft. and offering play experiences for ages 2-12. The playground's location in Community Park, a short distance from the ballfields and along the Rock Creek Trail, makes it a popular destination for Superior families.

The 2021 Parks, Recreation, Open Space and Trails (PROST) Master Plan indicated that Superior had a deficit of 2 playgrounds for an estimated 2023 population of 17,644. Since 2021, Superior Commons Bear playground and Miner's Park playground have been installed, bringing Superior's Level of Service to 100% of national standards. The PROST Master Plan indicated a need to improve ADA features and surfacing on many of our playgrounds, including the Community Park playground. A playground Audit conducted in 2023 included a list of issues and recommendations for this playground, including the need for adequate ADA surfacing, an increased ratio of accessible play equipment, improved fall zones on several pieces of equipment, adjusting the height of roof structures, and general aging of surface coatings. In addition, the lack of shade has been a consistent concern for residents. The need for renovation and the popularity of the Community Park Playground put it at the top of the list for renovation.

SELECTION PROCESS:
The Town issued a Request for Bids (RFB) on April 7th and received seven (7) responsive bids on May 6th. The top 3 firms were invited to make presentations and respond to questions on May 14th. After careful consideration, the staff recommends A to Z Recreation as the most qualified firm to conduct the design/build services for the Community Park Playground project. Staff were most impressed by the experience on similar-sized playground projects, project process, design ideas, and ability to meet the challenges of the project, including location and budget limitations.

Interview Evaluation:

Vendor	Public Engagement	Budget Approach	Design Flexibility	Risk Assessment	TOTAL (Out of 40)
Altitude Recreation	6	7	7	8	28
A to Z Recreation	8	8	9	9	**34**
Star Playgrounds	8	7	7	8	30

The schedule for the project is outlined below.

May 27, 2025	Council Meeting Award and Feedback
June 18, 2025	PARC Meeting/Community Engagement
July, 2025	Finalize Design/Update Council/Order Equipment
February, 2026	Pre-Construction Meeting
March, 2026	Demo/Site Prep/Install Equipment
April, 2026	Install Poured-In-Place Surfacing/Project Completion

BUDGET IMPLICATIONS:

Budget Cost Center	Budget Amount	Project Cost
46-426-6845	TBD – Bond Issuance	$1,250,000
	Expected in June	

MOTION:
Move to adopt a Resolution approving an Agreement with A to Z Recreation to design and build/renovate the Community Park Playground in the amount of $1,250,000.

ATTACHMENTS:
1. Agreement
2. Resolution
3. Playground Audit Summary 2023
4. A to Z Recreation Initial Design

DESIGN/BUILD CONTRACT

THIS CONTRACT is made on this _____ day of May, 2025 between the Town of Superior, Colorado (the "Town"), a Colorado municipal corporation, and A to Z Recreation, a S-Corporation ("Design/Builder").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Contract hereby agree as follows:

1. Contract Documents. The following documents are attached to this Contract and are incorporated as part of this Contract (the "Contract Documents"):

   A. This Contract;

   B. Request for Proposals;

   C. Instructions to Bidders;

   D. Proposal Form, Proposal Summary, and Bid Schedule;

   E. Notice of Award;

   F. Notice to Proceed;

   G. Performance Bond;

   H. Payment Bond;

   I. Any documentation submitted by Design/Builder prior to the Notice of Award;

   J. Any modification, including change orders, approved after execution of this Contract;

   K. Warranty bond or other security submitted at probationary acceptance; and

   L. Design drawings, specifications, and plans prepared after execution of this Contract.

2. Definitions. For purposes of this Contract, the following terms shall have the following meanings:

   A. Day. The word "day" means "calendar day" unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

   B. Project Manager. The Project Manager shall be the Town Engineer or designee, who shall have all of the rights and authorities assigned to the Town in the Contract Documents.

C. Work Area. The Work Area shall be the location of the Work as depicted on the design drawings prepared by Design/Builder and submitted to the Town pursuant to this Contract. The parties understand that as design work proceeds, the boundaries of the Work Area may change.

D. Subcontractor. A subcontractor is a person with whom Design/Builder has a direct contract for work at the Work Area.

E. Substantial Completion. The date as certified by the Project Manager when the Work or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Work or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with approval of final payment.

3. Description of Work. Design/Builder shall perform the design and construction of the Community Park Playground in accordance with the Contract Documents, the Superior Municipal Code, and all federal and state regulations (the "Work"). The design portion of the Work shall be known as the Design Work, and the construction portion of the Work shall be known as the Construction Work.

4. Contract Price.

A. The Town agrees to pay Design/Builder for completion of the Work subject to all of the terms and conditions of the Contract Documents, an amount not to exceed one million two hundred fifty thousand dollars ($1,250,000) (the "Contract Price"), as such amount may be amended by written change order.

B. This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Design/Builder acknowledges that neither the Town nor any employee or agent thereof has the authority to expend or contract for the expenditure of any monies in excess of those appropriated by the Superior Town Council for payment under this Contract.

C. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the amount set forth in Section 4.A. hereof, but Design/Builder shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Superior Town Council.

5. Commencement and Completion of Work.

A. Commencement. Design/Builder shall begin the Design Work within ten (10) days of the date of the Notice to Proceed. Design Work for each Work element to be constructed shall be completed to the ninety percent (90%) design stage, as determined by the Town, and then submitted to the Town for approval. No Construction Work shall commence until the Town has approved the Design Work for such Work element, and issued a signed written Release For Construction ("RFC"). Design/Builder shall commence Construction Work on the approved Work element within ten (10) days of the date of the RFC.

B. Substantial Completion. The Work shall be substantially completed within 335 days of the date of the Notice to Proceed, which shall be the 27th day of April, 2026.

C. Inspection Upon Substantial Completion. When the Construction Work is substantially completed, the Project Manager and Design/Builder shall make a joint inspection thereof and shall prepare and sign a list of items remaining to be completed or which require correction. Said items shall be completed or corrected prior to the date specified in this Contract for completion of the Work. Upon completion of the items, Design/Builder shall provide a letter of certification on a form approved by the Project Manager.

D. Final Completion. The Work shall be finally completed within 365 days of the date of the Notice to Proceed, which shall be the 27th day of May, 2026.

6. Probationary Acceptance. Upon Final Completion and the receipt of an acceptable warranty bond, the Town will issue probationary acceptance.

7. Changes in the Work. The Town reserves the right to order changes to the Work in the nature of additions, deletions, or modifications, without invalidating this Contract, and to make corresponding adjustments in the Contract Price and the time for completion. All changes shall be authorized by a written change order signed by the Project Manager. The change order shall include appropriate changes in the Contract Documents and the time for completion. The Work shall be changed and the Contract Price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work involved in the change is commenced. If a change order results in an increase in the Contract Price, Design/Builder may be required to present the change order to the Superior Town Council for approval.

8. Delays.

A. If Design/Builder is delayed in the progress of the Work by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, or other unavoidable casualties beyond Design/Builder's control, the time for Substantial Completion and for Final Completion may be extended for a reasonable period of time.

B. Any request for extension of time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the cause of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Design/Builder shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

9. No Damages for Delay. In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional monetary payment for delays in performance which are not the result of acts or omissions within the control of the Town or persons acting on behalf of the Town.

10. Probationary Acceptance. Upon Final Completion and the receipt of an acceptable warranty bond or other security, the Town will issue probationary acceptance.

11. Progress Payments.

A. The Town shall make periodic progress payments to Design/Builder within thirty (30) days of the Project Manager's approval of the Work completed. A progress payment shall be made only after Design/Builder has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Design/Builder shall submit copies of all invoices from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to whom payment is to be made by Design/Builder. If Design/Builder fails to complete any required Work within the time period agreed between Design/Builder and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

B. Upon completion of the Design Work, the progress payments shall equal the full amount due to Design/Builder for the Design Work.

C. For the Construction Work, progress payments shall not exceed ninety percent (90%) of the amount due to Design/Builder for the Construction Work until fifty percent (50%) of the Work, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Work Area and suitably stored. After fifty percent (50%) of the total Work is completed, the retainage may be reduced to five percent (5%), based on the assessment of the Project Manager.

12. Final Payment. The Town shall make final payment in accordance with C.R.S. § 38-26-107 upon receipt of as-built drawings.

13. Design. Design/Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design/Builder, or procured from qualified, independent licensed design/builders, the necessary professional design services, including architectural, engineering and other professional design services, for the preparation of the required drawings, specifications, and other design submittals to permit Design/Builder to complete the Work consistent with the Contract Documents.

14. Completion and Supervision of Work. Design/Builder shall be responsible for the completion of all Work in a timely and workmanlike manner and in accordance with the terms, conditions, exhibits, and specifications in the Contract Documents, including the techniques, sequences, procedures and means, and for coordination of all Work. Design/Builder shall be responsible for Work management and the coordination of all Work. Design/Builder shall supervise and direct the Work and give it all the attention necessary for such proper supervision and direction. Design/Builder shall provide a supervisor at the Work Area at all times Design/Builder or any subcontractor is providing labor at the Work Area.

15. Furnishing of Labor and Materials.

A. Design/Builder shall provide and pay for all labor, materials, and equipment, including tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work in accordance with the Contract Documents.

B. In all purchases for supplies, materials and provisions to be incorporated or otherwise utilized by Design/Builder in the Work, Design/Builder shall prefer supplies, materials and provisions produced, manufactured or grown in Colorado if such preference is not for articles of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work herein contracted, Design/Builder shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq*., as amended.

16. Taxes; Licenses and Permits. Design/Builder shall pay all taxes imposed by law in connection with the Work, except sales tax (Sales Tax Exemption #98-02649-0000), and shall procure all licenses and permits necessary for proper completion of the Work.

17. Compliance with Laws and Regulations. Design/Builder shall comply with all laws, ordinances, rules, regulations, codes, and orders of all public authorities relating to the performance of the Work. If any provision of the Contract Documents is at variance therewith, Design/Builder shall promptly notify the Project Manager.

18. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 *et seq.* (the "Act") and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section "Colorado labor" means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars ($500,000) in the aggregate for any fiscal year.

19. Employees and Safety.

A. Design/Builder shall maintain at all times strict discipline among its employees, and Design/Builder shall not employ for the Work any person unfit or without sufficient skill to perform the job for which he or she was employed.

B. Design/Builder shall be fully responsible for the acts, negligence, and omissions of all Design/Builder's employees.

C. Design/Builder shall provide for and oversee all safety orders, precautions, and programs necessary for the safe performance of the Work. Design/Builder shall take reasonable precautions for the safety of all employees and other persons whom the Work might affect, all materials incorporated in the Work, and all property and improvements at the Work Area and adjacent thereto.

20. Samples and Shop Drawings. Upon request, Design/Builder shall furnish samples and shop drawings to the Project Manager, who shall review the drawings for conformance with the Contract Documents. The Work shall comply with approved samples and drawings.

21. Cleanup.

A. Design/Builder shall keep the Work Area and adjoining ways free of waste material and rubbish caused by its employees or subcontractors, and shall remove all waste material and rubbish as well as tools, equipment, machinery, and surplus materials on a daily basis during construction. Design/Builder shall also conduct general cleanup operations, including the cleaning of paved streets and walks, steps, and all adjacent properties.

B. If Design/Builder fails to perform the cleanup work specified herein, after written notice is delivered to Design/Builder, the Town may do, or cause to have done, that cleanup work. Within five (5) days after receipt of a statement for said cleanup work, Design/Builder shall pay to the Town the costs incurred by the Town in doing or causing to have done that cleanup work, or the Town shall withhold said amount from any final payment due to Design/Builder.

22. Royalties and License Fees. Design/Builder shall pay all royalties and license fees necessary for the Work, and shall defend all actions for infringements of copyright or patent rights, and shall save the Town harmless therefrom.

23. Inspection. Design/Builder shall inspect all Contract Documents, tests and reports, if any, including, as applicable, soils tests, engineering tests, etc., and shall conduct a site or field review prior to bidding on the Work. Design/Builder assumes the risk of all conditions which are disclosed, or which are reasonably suggested, by any such tests or reports, or which are or would be disclosed by a field or site review. Design/Builder shall have the affirmative duty to advise the Town of any concerns regarding site conditions prior to executing this Contract.

24. Standards of Performance.

A. Design/Builder shall perform to the level of competency presently maintained by other practicing professionals in the same type of work for professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Contract. Design/Builder shall undertake all activities under this Contract in compliance with all standards of ethics and responsibility applicable to Design/Builder's profession. This Section is not intended to reduce any standard otherwise imposed by law.

B. During the term of this Contract, Design/Builder shall make various recommendations to the Town as to courses of conduct or ways and manners in which to proceed on a particular task. While Design/Builder may advise the Town on the probability of a favorable outcome, there is no guarantee offered by Design/Builder of a particular result in any proceeding.

25. Corrective Work. When any Work does not conform to the Contract Documents, Design/Builder shall make the necessary corrections so that such Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of this Contract.

26. Other Contracts. The Town reserves the right to let other contracts in connection with the Work. Design/Builder shall cooperate with all other contractors so that their work shall not be impeded by its Work, and Design/Builder shall give other contractors access to the Work Area necessary to perform their contracts.

27. Subcontractors.

A. Design/Builder shall be fully responsible for the acts, negligence, and omissions of all of its subcontractors and their employees.

B. Design/Builder shall furnish to the Project Manager at the time this Contract is executed, a list of names of subcontractors to whom Design/Builder proposes to award the principal portions of the Work to be subcontracted by Design/Builder.

C. Design/Builder agrees not to employ a subcontractor to whose employment the Town reasonably objects, nor shall Design/Builder be required to hire a subcontractor to whose employment Design/Builder reasonably objects.

D. All contracts between Design/Builder and any subcontractor shall conform to and incorporate the relevant provisions of the Contract Documents.

E. Design/Builder shall ensure that all subcontractors shall include the Town and Design/Builder as additional insureds on their liability insurance policies, and that all subcontractors indemnify the Town and Design/Builder to the same extent as provided herein.

28. Warranties.

A. Warranty of Fitness of Equipment and Materials. Design/Builder represents and warrants to the Town that all equipment and materials used in the Work, made a part of the structures thereon, or placed permanently in connection therewith, shall be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood that all equipment and material not in conformity with the Contract Documents are defective.

B. General Warranty. Design/Builder guarantees and warrants the Work for a period of two (2) years from the date of probationary acceptance of the Work by the Project Manager. Under this warranty Design/Builder agrees, at Design/Builder's expense, to repair or replace at the discretion of the Project Manager any portion of the Work which fails, which is defective, which is unsound, which is unsatisfactory because of materials or workmanship, or which is not in conformity with the Contract Documents. Should Design/Builder fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

29. Insurance.

A. Design/Builder shall procure and maintain, and shall cause any subcontractor of Design/Builder to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars ($500,000) each accident, one million dollars ($1,000,000) disease – policy limit, and one million dollars ($1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

(2) Commercial general liability insurance with minimum combined single limits of at least two million dollars ($2,000,000) each occurrence and five million dollars ($5,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be

endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

(3) Professional liability insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(4) Business Automobile liability insurance with minimum combined single limits of at least one million ($1,000,000) each occurrence.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Design/Builder. Design/Builder shall be solely responsible for any deductible losses under any policy.

D. Design/Builder shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

30. Indemnification.

A. Design/builder agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Design/Builder, any subcontractor of Design/Builder, or any officer, employee, representative, or agent of Design/Builder or of any subcontractor of Design/Builder, or which arise out of any worker's compensation claim of any employee of Design/Builder or of any employee of any subcontractor of Design/Builder.

B. Design/Builder, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Design/Builder, or at the option of the Town, Design/Builder agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Design/Builder, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Design/Builder's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Design/Builder, any subcontractor of Design/Builder, or any officer, employee, representative, or agent of Design/Builder or of any subcontractor of Design/Builder. If Design/Builder is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Design/Builder's obligation to defend, indemnify and hold harmless the Town may be determined only after Design/Builder 's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

31. Bonds.

A. Payment and Performance Bonds. At the time of execution of this Contract, Design/Builder shall furnish to the Project Manager a Payment Bond and Performance Bond, each in the full amount of the Contract Price.

32. Independent Contractor. Design/Builder, for all purposes arising out of this Contract, is an independent contractor and is not an employee of the Town. It is expressly understood and agreed that Design/Builder shall not be entitled to any benefits to which the Town's employees are entitled including, but not limited to, overtime, retirement benefits, worker's compensation, injury leave, or other leave benefits.

33. Liquidated Damages.

A. Failure of Design/Builder to complete the Work within the time set forth herein will result in damages being sustained by the Town. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Therefore, unless otherwise provided in the Contract Documents, for each consecutive day in excess of the time specified herein for the completion of any Work, as adjusted by the Town, Design/Builder shall pay to the Town, or have withheld from monies due it, the following amounts:

Contract Price	**Amount per day**
$0-$50,000	$350
$50,000-$100,000	$380
$100,000-$250,000	$440
$250,000-$500,000	$520
$500,000-$1,000,000	$640
$1,000,000-$2,000,000	$820
$2,000,000-$4,000,000	$1,080
$4,000,000-$8,000,000	$1,450
$8,000,000-$12,000,000	$1,820
$12,000,000 or greater	$2,250

B. Execution of this Contract shall constitute agreement by the Town and Design/Builder that the amount set forth in the schedule above is the minimum value

of the costs and actual damages caused by failure of Design/Builder to complete the Work within the time specified herein. Such sum shall not be construed as a penalty, and such sum may be deducted from payments due Design/Builder if such delay occurs.

34. Confidentiality. Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies, and any other communication or form of knowledge given to or prepared or assembled by Design/Builder under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and shall not be made available to any individual person, company or organization by Design/Builder without the prior written approval of the Town. Notwithstanding the foregoing, Design/Builder shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Design/Builder shall notify the Town before responding.

35. Ownership of Material.

A. The materials, items, and Work specified in the Contract Documents together with any and all related concepts, text, drawings, plans, blueprints, schematics, sketches, drafts, negatives, graphics, content, spread sheets, documentation, materials, items, or work now or later provided or developed by Design/Builder in any form or medium, including without limitation all improvements and/or modifications (collectively, the "Design Material"), shall be exclusively owned by the Town. Design/Builder expressly acknowledges and agrees that the Design Material constitutes a "work made for hire." To the extent, if at all, it shall be determined that the Design Material does not constitute a "work made for hire," Design/Builder hereby transfers, sells, and assigns to the Town all of its worldwide right, title, and interest in and to the Design Material, including without limitation, all rights of copyright, patent, trade secret, trademark, service mark, trade dress, artistic and moral rights, mask rights, character rights, publicity rights, and any and all other proprietary rights of any kind whatsoever relating to the Design Material, together with any and all applications, registrations, renewal and extension rights, and rights to sue for any past, present, or future infringement (collectively, the "Rights").

B. Design/Builder shall execute such documents and take such actions as may be requested by the Town which may, in the sole discretion of the Town, be required to perfect, protect, enforce, register, or transfer the Town's interest in the Design Material and the Rights. Design/Builder hereby irrevocably authorizes and empowers the Town to make, constitute, and appoint, in its sole discretion, any officer or agent of the Town as Design/Builder's true and lawful attorney-in-fact, with the power to endorse Design/Builder's name on, and file of record, all documents, instruments, and agreements of any kind whatsoever which the Town may, in its sole discretion, require for the Town or its transferees, successors, or assigns to perfect, protect, enforce, register, or transfer its interest in the Design Material and the Rights.

C. The Town may, with respect to all or any portion of the Design Material, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, use in a performance, or change the Design Material without providing

notice to or receiving consent from Design/Builder. Design/Builder expressly waives any and all artistic and moral rights associated with the Design Material.

D. Design/Builder represents and warrants that: (a) it is the exclusive owner of the Design Material and the Rights, and no other person or organization participated in the creation of the Design Material; (b) the Design Material is original; (c) the Design Material has not been published; (d) the Design Material and the Rights are not subject to any liens, claims, charges, encumbrances, or restrictions of any kind whatsoever; (e) Design/Builder has the right and authority to enter into this Contract without receiving the consent or approval of any other person or organization, and this Contract shall be binding upon and fully enforceable against Design/Builder; (f) the Town's use of the Design Material and exercise of the Rights shall not infringe any copyright, trademark or service mark right, trade dress right, artistic and moral rights, mask right, trade secret right, character right, right of publicity, privacy right, or any other proprietary right of any other person or organization; and (g) no person or organization has any reversionary rights in the Design Material or the Rights.

36. Termination.

A. Default. The Town may terminate this Contract on thirty (30) days written notice to Design/Builder in the event Design/Builder defaults in the timely performance of any provision hereof, or otherwise fails to perform the Work, or any part thereof, in accordance with the provisions of the Contract Documents. Termination of this Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies or actions lawfully available to the Town including, but not limited to, an action at law for damages against Design/Builder or any surety issuing a bond hereunder, or an action in equity for injunctive relief.

B. Post-Design. The Town may terminate this Agreement after completion of the Design Work, but prior to commencement of the Construction Work, for any reason or no reason. Upon such termination, the Town shall pay Design/Builder amounts due and owing for the Design Work; provided that if Consultant has substantially or materially breached this Agreement, the City shall have all remedies or rights of set-off available at law and equity.

C. Convenience. The Town may terminate this Agreement for any reason or no reason at any time upon thirty (30) days written notice to Design/Builder.

D. Labor Disputes. Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the Work Area, Design/Builder shall continue to perform the Work required herein without interruption or delay. If Design/Builder fails to continue the performance of the Work without interruption or delay because of such picket or other form of labor dispute, the Town may terminate this Contract upon forty-eight (48) hours written notice.

37. Time of the Essence. The Town and Design/Builder agree that time is of the essence in the performance of this Contract and that the Town will suffer financial loss if the Work is not completed within the time specified.

38. Workers Without Authorization.

A. Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

C. Verification.

(1) Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization who is performing work under the Contract, Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Contract; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Contract; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to

establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Contract..

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Contract.

E. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Contract via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

39. Communications.

A. Project Manager. All communications to the Town regarding the Work or this Contract shall be directed to the attention of the Project Manager. The Town shall give all instructions to Design/Builder, or his designee.

B. Notices. Any notices required hereunder shall be delivered in person, by facsimile, or by mailing by first class mail, postage fully prepaid, addressed as follows:

To the Town: Jordan Hayes, Project Manager
124 E Coal Creek Drive
Superior, CO 80027

To Design/Builder: Brandon Smith, President
A to Z Recreation
P.O. Box 626
Littleton, CO 80160

40. Governing Law and Venue. This Contract shall be construed under the laws of the State of Colorado. In the event of any dispute between the parties which results in litigation, the exclusive venue for such litigation shall be the Boulder County District Court.

41. Governmental Immunity Act. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended, or otherwise available to the Town, its officers, employees, agents, representatives, or volunteers.

42. Binding Effect. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

43. Integration. This Contract represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

44. Modification. This Contract may only be modified upon written agreement of the parties.

45. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

TOWN OF SUPERIOR

_____
Jason Serbu, Mayor Pro-Tem

ATTEST:

_____
Shannon Dujardin, Town Clerk

DESIGN/BUILDER

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence <u>and</u> identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Contractor participates in the Department of Labor' Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

_____ _____

Contractor Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

_____

Notary Public

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_____

(Address)_____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bound unto, a Municipal Corporation hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind our-selves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the performance of the Work, _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Design/Builder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

Address: _____

_____

(Corporate Seal)

SURETY

ATTEST:

By: _____

Attorney-in-Fact: _____

Surety: _____

By: _____

Title: _____

Address: _____

_____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

PAYMENT BOND

Bond No._____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_____

(Address)_____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bound unto a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____,20____, a copy of which is hereto attached and made a part hereof for the performance of the Work.

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Design/Builder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

PRINCIPAL

ATTEST:

By: _____

Title:_____

By: _____

Title: _____

Address: _____

_____

(Corporate Seal)

SURETY

ATTEST:

By: _____

Attorney-in-Fact: _____

Surety: _____

By: _____

Title: _____

Address: _____

_____

(Surety Seal)

NOTE: Date of Bond must <u>not</u> be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

NOTICE OF AWARD

Date: _____

_____
Design/Builder Name

_____
Address

_____

_____

RE: _____

Dear _____:

Thank you for submitting a bid for the _____.

Your firm submitted the most qualified Proposal and you have been selected as the successful Design/Builder. Accordingly, this is your Notice of Award for the _____.

Enclosed please find an original and duplicate original Design/Build Contract. Please review and sign both, then, within ten (10) days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bonds, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at _____.

Sincerely,

_____
_____, Project Manager

NOTICE TO PROCEED

Date: _____

_____
Design/Builder Name

_____
Address

_____

_____

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Design Build Contract between you and the Town of Superior concerning the _____.

Please note that in accordance with the Design/Build Contract, Design Work must commence within ten (10) days of the date of this Notice, and all Work must be substantially completed within _____ (_____) days of the date of this Notice, and finally completed within _____ (_____) days of the date of this Notice, which shall be the ___ day of _____, 20__.

If you have any questions, please call me at _____.

Sincerely,

_____
_____, Project Manager

_____
Date

RELEASE FOR CONSTRUCTION

Date: _____

_____
Design/Builder Name

_____
Address

_____

_____

RE: _____

Dear _____:

This letter is your Release for Construction for the attached Work Element(s). Construction of the attached Work Element(s) shall begin within ten (10) days of the date cited below.

Please note that construction of the entire Work shall be Substantially Completed within _____ (_____) days from the date of the Notice to Proceed. Final Completion for the entire Work shall be within _____ (_____) days from the date of the Notice to Proceed.

If you have any questions, please call me at _____.

Sincerely,

_____
_____, Project Manager

_____
Date

SPECIAL CONDITIONS

1. General.

   A. All Work necessary for the design and construction of Community Park Playground shall be provided by Design/Builder. Design/Builder's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating Work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion for the Town.

   B. Design/Builder shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

   C. Design/Builder shall identify any and all necessary easements for construction and maintenance of the Work.

2. Representatives. Design/Builder shall have at the Work Area at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

3. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

4. Inspections and Testing.

   D. Design/Builder shall be responsible for scheduling the final inspection with the Town.

5. Work Schedule. Design/Builder shall, within ten (10) days of the date of the Notice to Proceed, but before any Work is started, prepare and submit to the Town for approval a practicable progress schedule showing the order in which Design/Builder proposes to perform the Work, the dates on which Design Work will begin and Construction Work will begin at the various locations, and the contemplated dates for completing the same including the dates when Town information and approvals are required. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Design/Builder shall enter on the chart the actual progress at the end of each two (2) week interval as directed by the Town and shall deliver to the Town three (3) copies thereof on a biweekly basis.

6. Construction Schedule.

   A. Before Work is commenced and materials ordered, Design/Builder shall meet and consult with the Town regarding materials, equipment, and all arrangements for

prosecuting the Work. At the time of the Pre-construction Conference, Design/Builder shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town.

B. Design/Builder shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

9. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Design/Builder believes it necessary to work on Saturdays, Sundays, holidays, or at night, Design/Builder shall make prior arrangements with the Town and receive written approval at least forty-eight (48) hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Design/Builder fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Design/Builder's risk in terms of extra costs, extra work, or unforeseen conditions.

10. Progress Reports.

A. Progress and Schedule Revision: Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each two (2) week period, or at such other times as the Project Manager may request. Design/Builder shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Design/Builder shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to

withhold progress payments for the work if Design/Builder fails to update and submit the progress/manpower schedule and reports as specified.

11. Pre-construction Conference.

A. Design/Builder shall coordinate the Pre-construction Conference. Design/Builder's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Design/Builder's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Design/Builder shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

(1) The design and construction schedules;

(2) A detailed estimate of partial payments for the Work;

(3) A detailed plan showing site access and staging areas; and

(4) A subcontractor submittal, including names and contact phone numbers.

12. Fees and Permits.

A. All fees for permits issued by the Town shall be waived.

13. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the Work Area. At least one meeting shall be held at the fifty percent (50%) design stage to include utility companies, districts, associations and agencies. Design/Builder shall conduct the meeting and provide summary minutes.

B. Design/Builder shall determine the actual location of all existing utilities prior to starting any Work. Design/Builder shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least forty-eight (48) hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Design/Builder shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Design/Builder shall obtain required locates and Design/Builder shall include the information on the plans. Design/Builder shall resolve any utility discrepancies. Design/Builder shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Design/Builder requests that utility companies relocate utilities for Design/Builder's convenience, such relocation shall be at Design/Builder's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Design/Builder.

14. Water and Electricity. Design/Builder shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Design/Builder shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Design/Builder shall remove the supply lines at its expense.

15. Dust Control. Design/Builder shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Design/Builder for dust control. Design/Builder shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within twenty-four (24) hours of notification by the Town that any adjacent streets require cleaning, Design/Builder shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

16. Construction Staging Areas. All construction staging areas shall be located within the Work Area. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Design/Builder for cleaning of construction staging areas.

17. Sanitary Facilities.

    A. Sanitary convenience for the use of all persons employed on the Work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

    B. The sanitary conveniences specified above shall be the obligation and responsibility of Design/Builder. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the Work Area.

    C. Design/Builder shall supply sufficient drinking water from approved sources to all of its employees.

    D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

18. Soils Investigations and Foundation Engineering. Design/Builder shall be responsible for all geotechnical investigations necessary to design and perform the Work.

19. Lines and Grades. Design/Builder shall lay out the Work and shall be responsible for all measurements in connection therewith. Design/Builder shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Design/Builder shall be responsible for the proper execution of the Work to such lines and grades.

20. Traffic Control

A. Design/Builder shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices or requirements of permits issued by the Town.

B. Design/Builder shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Design/Builder shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It is anticipated that a large number of employees will use automobiles for transportation to and from the Work Area. It shall be Design/Builder's responsibility to: maintain, protect, and control traffic in the vicinity of and in the Work Area; restrict parking on streets near the Work Area; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

21. Archaeological and Historical Discoveries.

A. Design/Builder shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the Work Area. Upon making such a discovery, Design/Builder shall do whatever is necessary to avoid disturbing the Work Area. This may require that Design/Builder's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Design/Builder's efforts to preserve the potential discovery at the Work Area, if Design/Builder's activities are delayed for longer than eight (8) normal work hours, Design/Builder shall prepare accounting information to support an adjustment to the Contract Price.

22. Water Control.

A. Design/Builder shall take such precautions as necessary to construct the Work in a dry condition, and Design/Builder shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Design/Builder, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Design/Builder shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

23. Disposal Site

A. Design/Builder shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Design/Builder to additional compensation. Design/Builder shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Design/Builder's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Design/Builder to additional compensation.

24. Existing Improvements and Restoration.

A. Design/Builder has field inspected the Work Area and fully understands that existing landscaping and improvements are present within the Work Area. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Design/Builder shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Design/Builder's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Design/Builder shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

26. Vandalism. Design/Builder shall take all necessary steps to protect the Work Area from vandalism. Design/Builder shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Design/Builder's own cost. The Contract Price shall not be increased to reimburse Design/Builder for such costs.

Figure 2 – Preliminary Work Layout

[remove page and insert figures here]

Specifications

[remove page and insert spec here]

TOWN OF SUPERIOR
RESOLUTION NO. R-32
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT FOR SERVICES WITH A TO Z RECREATION, FOR PLAYGROUND DESIGN AND CONSTRUCTION SERVICES FOR THE RENOVATION OF COMMUNITY PARK PLAYGROUND

WHEREAS, the Town offers playground experiences at many park locations throughout the Town to meet the needs of residents;

WHEREAS, Community Park playground is over 20 years old and requires renovation;

WHEREAS, the Town solicited for playground design and construction services to renovate Community Park playground, addressing the need for improved accessibility, shade opportunities, and modern design; and

WHEREAS, the Town Council finds it in the best interest of the public health, safety and welfare to engage A to Z Recreation for design and construction services for the renovation of Community Park playground.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Agreement for Services between the Town and A to Z Recreation is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 27th day of May, 2025.

_____
Jason Serbu, Mayor Pro-Tem

ATTEST:

_____
Shannon Dujardin, Town Clerk

PLAYGROUND AUDIT BREAKDOWN

AUDIT PERFORMED JUNE-JULY 2023

DESIGN CONCEPTS
Community + Landscape Architects

PLAYGROUND NAME	GENERAL HAZARDS	STAIRWAYS AND LADDERS	PLATFORMS	SLIDES	SWINGS	CLIMBING AND UPPER BODY EQUIPMENT	ROTATING AND ROCKING EQUIPMENT	SURFACING
CABIN PARK	1 issue	✓	✓	1 issue	N/A	1 issue	N/A	✓
CASTLE PARK	✓	✓	✓	1 issue	N/A	1 issue	N/A	✓
COMMUNITY PARK	✓	✓	✓	1 issue	2 issues	2 issues	N/A	✓
FIRE STATION PARK	✓	✓	✓	✓	✓	✓	1 issue	✓
FOUNDERS PARK	✓	✓	2 issues	2 issues	✓	2 issues	✓	✓
NORTH POOL PARK	✓	✓	✓	✓	N/A	✓	N/A	✓
PURPLE PARK	✓	✓	✓	1 issue	1 issue	✓	N/A	✓
SOUTH POOL PARK	✓	✓	✓	1 issue	N/A	✓	N/A	✓
SUPERIOR COMMONS PARK	✓	2 issues	✓	✓	N/A	1 issue	N/A	✓
VILLAGE GREEN PARK	✓	✓	✓	✓	✓	✓	N/A	✓
WILDFLOWER PARK	✓	N/A	N/A	1 issue	1 issue	✓	N/A	✓

PRIORITY LEVEL

1 NONE

2
- CABIN PARK EXPOSED TUBE CAP, REPLACE CAP ON TUBING
- CABIN PARK FALL HEIGHT OF HORIZONTAL LADDER >84", REPLACE EWF TO ENSURE FALL HEIGHT <84"
- COMMUNITY PARK POST ON EASTERN MOST PLAYGROUND HAS SHARP EDGE, REMOVE/ADDRESS SHARP EDGE
- COMMUNITY PARK USE ZONE OF SLIDES ON EAST COMPOSITE 4'9" FROM RAMP AND 4'6" FROM STEP (BOTH SLIDES OUT OF COMPLIANCE), REPLACE OR REMOVE EQUIPMENT TO ENSURE 6' USE ZONE IN ALL DIRECTIONS
- COMMUNITY PARK HORIZONTAL LADDER 91" FROM SURFACING, RE-SPREAD PEA GRAVEL TO 84" MAX HEIGHT
- FIRE STATION PARK MISSING 3 BOLTS ON HORSE ROCKER, REPLACE BOLTS OR REMOVE ROCKER ASAP
- FOUNDERS PARK CLIMBING COMPONENT ON COMPOSITE STRUCTURE FAILED PROTRUSION TEST AND HAS TWO PROTRUSIONS ON RIGHT SIDE, REPAIR OR REPLACE IMMEDIATELY
- FOUNDERS PARK STEPPED PLATFORM ON WEST SIDE OF LARGE COMPOSITE MUST HAVE BARRIER ABOVE 48" HEIGHT
- PURPLE PARK PICNIC TABLE LOCATED WITHIN USE ZONE OF SWINGS, MOVE PICNIC TABLE IMMEDIATELY
- SUPERIOR COMMONS PARK RIGHT TOP HAND-HOLD LOOSE ON ROPE CLIMBER, TIGHTEN

3
- CABIN PARK SPIRAL SLIDE EXIT REGION >15", REPLACE EWF TO ENSURE EXIT REGION FALLS BETWEEN 7 AND 16 INCHES
- CASTLE PARK EXIT REGION OF STRAIGHT SLIDE AT 8" HT., RE-SPREAD EWF TO COMPLY WITH 11" EXIT REGION HEIGHT
- CASTLE PARK SPIRAL CLIMBER HAS CORRODED WELD, MONITOR
- COMMUNITY PARK COATING ON SWINGS DETERIORATING, MONITOR
- COMMUNITY PARK SAFETY BUCKLE ON ADA SWING IS BROKEN, REPLACE OR REMOVE SWING
- COMMUNITY PARK ROOF OF CENTER NORTH PLAY STRUCTURE <84" HEIGHT, CONSIDER REMOVING
- FOUNDERS PARK PLATFORM SURFACE IS DETERIORATING AND LEAVING EXPOSED RUSTED METAL, MONITOR
- FOUNDERS PARK CRACKED BED ON SPIRAL SLIDE, MONITOR FOR ENTANGLEMENT RISK
- FOUNDERS PARK SPIRAL SLIDE EXIT REGION IS 24" HEIGHT, REPLACE EWF TO DEPTH OF 7-15"
- PURPLE PARK BOLT MISSING ON ONE SECTION OF TUBE SLIDE, REPLACE IMMEDIATELY
- SOUTH POOL PARK STRAIGHT SLIDE EXIT REGION IS 16" ABOVE SURFACE, CONSIDER ADDING ADDITIONAL RUBBER MAT TO BRING SURFACE WITHIN 7-15"
- SUPERIOR COMMONS PARK SOME AREAS OF SPLITTING/SPLINTERING WOOD OBSERVED
- SUPERIOR COMMONS PARK HANDRAIL HEIGHT AT 40", CONSIDER ADDING ADDITIONAL HANDRAIL
- WILDFLOWER PARK EXIT REGION ON EMBANKMENT SLIDE AT 20" HEIGHT, REPLACE EWF TO ENSURE EXIT REGION BETWEEN 7-15" FROM SURFACING
- WILDFLOWER PARK CORROSION/RUST ON EXERCISE SWING, MONITOR

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

COMMUNITY PARK PLAYGROUND

PROPOSAL #:136-200543-1

COLOR KEY

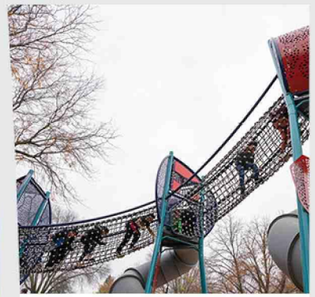
- REDWOOD
- AQUA
- ORANGE
- OLIVE
- GRANITE
- GRAY
- B OLIVE/BLACK
- B ORANGE/BLACK
- B GRAY/BLACK

3D Designer: Sam



NICHE CAPSULE

Niche Capsule™ combines cozy and restful with movement and fun to bring a new experience to the playspace. Here, children have a place to rest, socialize or plan their play experience while a swaying motion contributes to a soothing sensory experience.



ASPIRE ROPE TUNNEL

Adventure to the max, the Nucleus Aspire® Rope Tunnel gives children the feeling of being suspended in air! This unique tunnel uses ropes to create a path that gives kids an adventurous experience on the playground.

A TO Z RECREATION



INNOVA ROCKER

The Innova Rocker enhances inclusive play and allows all children to play independently while developing balance, coordination, communication and social skills.



360 LOOP 10'

Play equity is redefined with the latest play innovation – the 360 Loop® - 10'. This transfer, climber, slide combination allows children of all abilities to have control over their play experience and be able to play and move independently in an all-new way. This is play designed for the entire community.



ZIPVENTURE DUO

With a built-in elevation change, kids will move fast and have fun on while developing vestibular and proprioceptive senses, imaginitive and social play and balance, coordination and strength.



EVOLUTION CLIMBER

Climbing up ropes to view the world from a different angle. Inspiring new panoramas, creating new vistas. You're protected but it looks open and new. A perspective like nothing you've ever experienced before.

PROPOSAL #:136-200543-1

COMMUNITY PARK PLAYGROUND

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

A TO Z RECREATION

3D Designer: Sam

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250

COMMUNITY PARK PLAYGROUND

PROPOSAL #:136-200543-1



A to Z RECREATION

3D Designer: Sam

PROPOSAL #:136-200543-1

COMMUNITY PARK PLAYGROUND

Burke
PLAY THAT MOVES YOU.
BCIBURKE.COM • 800.266.1250



A to Z RECREATION

3D Designer: Sam

DESIGN SUMMARY

AtoZ Recreation is very pleased to present this Proposal for consideration for the Community Park Playground Design an located in Superior. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of EZDesign.Proposal.Models.Company. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Community Park Playground Design an
- Project Number: 136-200543-1
- User Capacity: 501
- Age Groups: 2 to 5, 5 to 12
- Dimensions: 282' 3" x 105' 4"
- Designer: Kailee Hendrickson

AtoZ Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Community Park Playground Design an playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 136-200543-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Community Park Playground Design an project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

SERIES Burke Basics | Nucleus | Intensity | ShadePlay Max

SITE PLAN VIEW

GROUP:
5-12 Structure|2-5 Structure|Freestanding

DESIGNED FOR AGES:
5 to 12

Community Park Playground Design an

Superior, CO 80027

Burke
PLAY THAT MOVES YOU.

04/30/2025

AtoZ Recreation
136-200543-1

Designer: Kailee Hendrickson

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

OVERALL BOUNDING OF USE ZONES
Area: 29097.5 sq.ft.
Perimeter: 763.1 ft.
STRUCTURE SIZE: 105' 5"x276' 3"
POST SIZE(S): 6"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
117	58 / 29	26 / 14	20 / 15	57 / 19	12 / 5

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Nucleus | Intensity | Burke Basics

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Community Park Playground Design an

Superior, CO 80027

Burke
PLAY THAT MOVES YOU.

04/30/2025

AtoZ Recreation
136-200543-1

Designer: Kailee Hendrickson

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

SITE PLAN VIEW

OVERALL BOUNDING OF USE ZONES
Area: 29097.5 sq.ft.
Perimeter: 763.1 ft.
STRUCTURE SIZE: 65' 5"x276' 3"
POST SIZE(S): 6"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
117	58 / 29	26 / 14	20 / 15	57 / 19	12 / 5

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

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SERIES Nucleus | Intensity | Burke Basics

GROUP:
2-5 Structure

DESIGNED FOR AGES:
5 to 12

Community Park Playground Design an

Superior, CO 80027

Burke
PLAY THAT MOVES YOU.

04/30/2025

AtoZ Recreation
136-200543-1

Designer: Kailee Hendrickson

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

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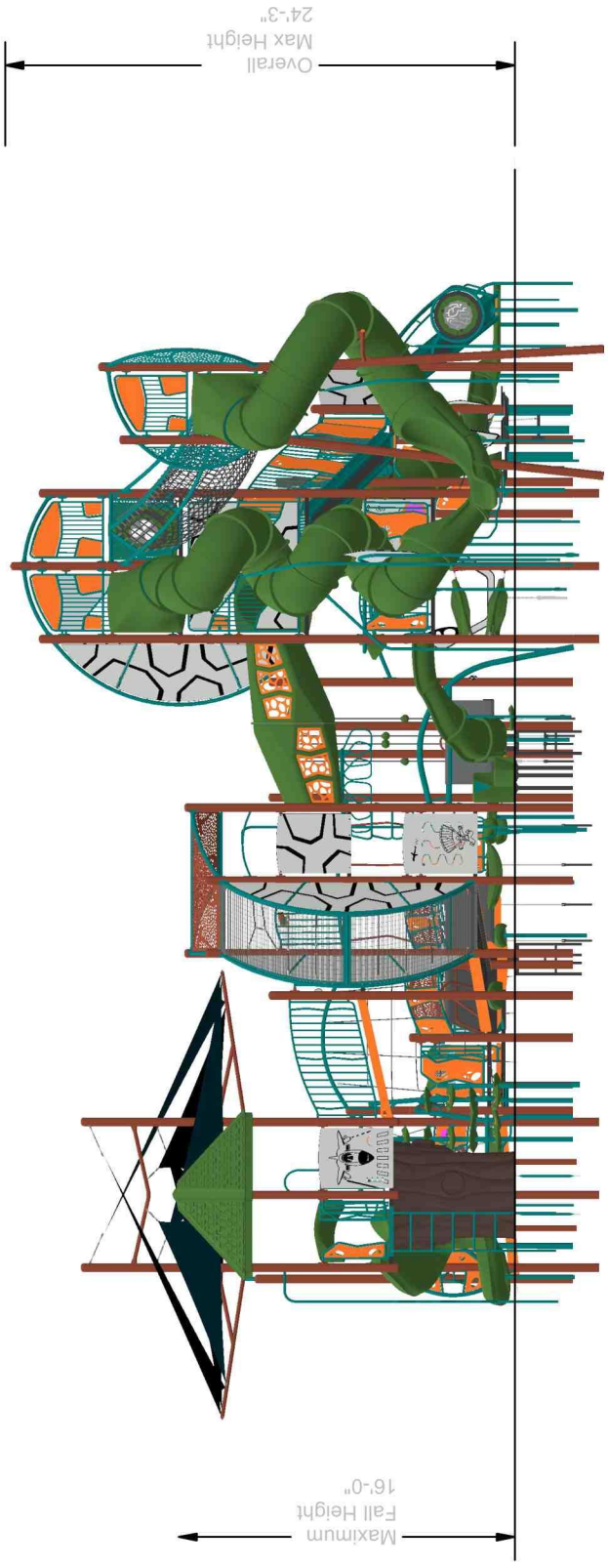
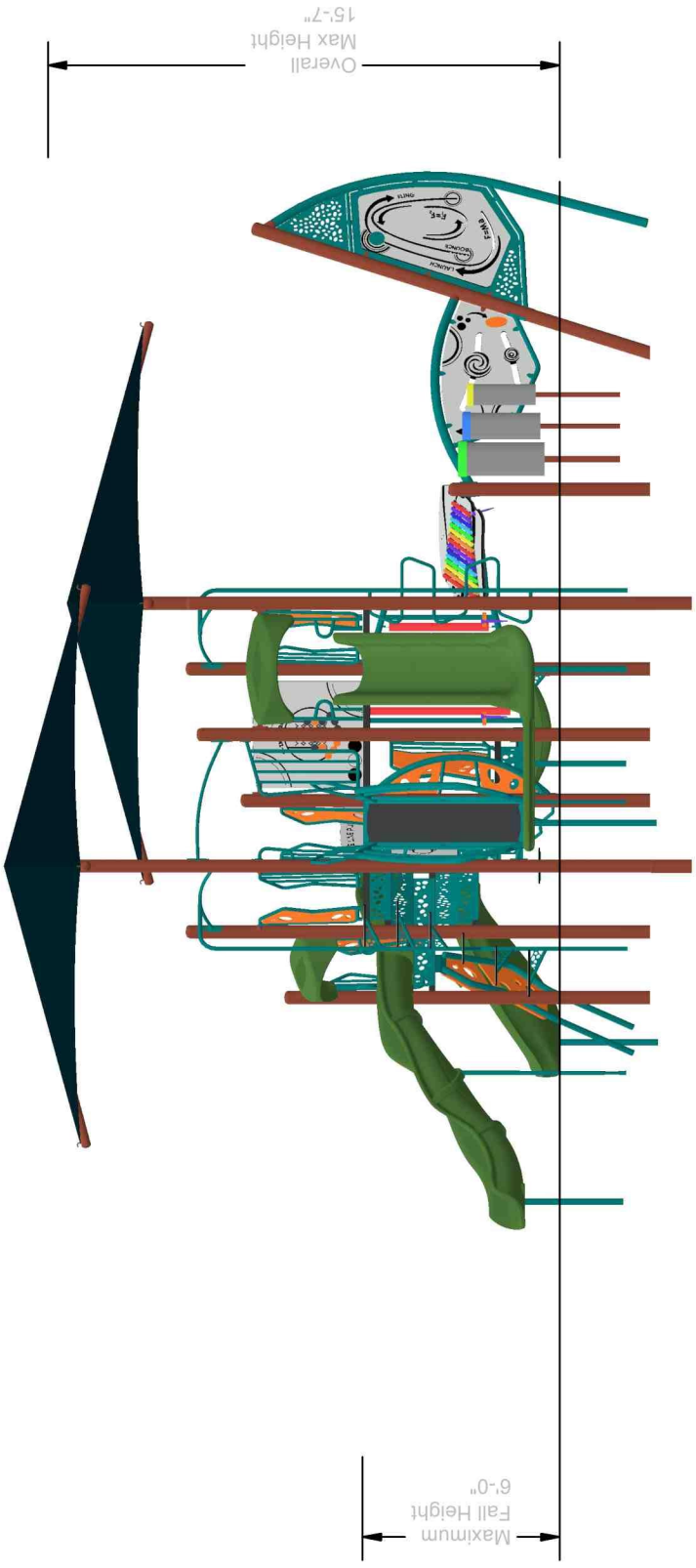


SERIES Nucleus | Intensity | Burke Basics		**ELEVATION VIEW**
GROUP: 5-12 Structure **DESIGNED FOR AGES:** 5 to 12	**Community Park Playground Design an** Superior, CO 80027 Burke PLAY THAT MOVES YOU.	04/30/2025 **AtoZ Recreation** **136-200543-1** Designer: Kailee Hendrickson



SERIES Nucleus | Intensity | Burke Basics		**ELEVATION VIEW**
GROUP: 2-5 Structure **DESIGNED FOR AGES:** 5 to 12	**Community Park Playground Design an** Superior, CO 80027 Burke PLAY THAT MOVES YOU.	04/30/2025 **AtoZ Recreation** **136-200543-1** Designer: Kailee Hendrickson

Proposed Project Timeline for Demo, Manufacture & Installation of Playground Equipment at Community Park

	Week Beginning (Green indicates Jump) Summer 2025 - Spring 2026																					
Task	**5/5**	**5/12**	**5/19**	**5/26**	**6/2**	**6/16**	**6/23**	**6/30**	**7/7**	**7/14**	**7/21**	**11/10**	**2/24**	**3/2**	**3/9**	**3/16**	**3/23**	**3/30**	**4/6**	**4/13**	**4/20**	**4/27**
Submit Design/Manufacture Proposal																						
Available for Questions & Interview with City Staff																						
Project Award																						
Project Kickoff Meeting																						
PARC Meeting/Community Engagement																						
Concept Collaboration/Refinement																						
Update Equipment & Install Costs																						
Town Council Design Update																						
Equipment Color Selection & Order																						
Meet with Town Staff																						
Pre-Construction Meeting																						
Equipment Received by Installer																						
Install Project Fencing - Demo/Site Prep																						
Playground Equipment Installation																						
Playground Surfacing Installation																						
Contingency Week in case of Adverse Weather or Conditions																						
Substantial Completion Walk Through																						
Final Completion!																						

Proposed Timeline assumes all contract approvals, design revisions, and submittals are completed by 11/30/2025. We have time for public engagement with Spring 2026 Installation.

A to Z Recreation's approach and strategy to ensuring this schedule is met involves:

* Selecting Manufacturers with reliable lead times.
* Strong project experience and communication with Ground Solutions & Tatonka Constructors to stay on top of any anticipated delays (weather, etc.).
*Our experience with a project of this scale is that you allow everyone the most time possible to effectively complete the installation. This project includes a great investment in rubber poured in place surfacing that requires the appropriate temperatures to cure. It is possible but likely not worth the risk of trying to 'squeeze this in before winter.
* Installation Team experienced working in Boulder County.
* Responsiveness to Client's requests and willingness to meet on site.
* Agreed upon pre-construction site visits, including AtoZ, our install leaders, and the owner to review schedule and any site challenges.
* Prior to site arrival and as soon as installation begins, AtoZ is in constant/daily contact with the installers to stay ahead of any unexpected issues.

A TO Z RECREATION
play outside

Community Park Playground Design & Renovation

Quote # **45783-3802** **Expires: 07/06/2025**
Date: May 06, 2025
From: Josh Anzulewicz | (970) 819-8926 | Josh@AtoZRec.com
To: Jordan Hayes
Phone: (303) 554-9005
Email: jordanh@superiorcolorado.gov
Site Addr: 1350 Coalton Road
City, ST Zip: Superior, CO

BCI Burke *Proposal #136-200543-1*

DESCRIPTION	AMOUNT
Ages 5-12 Playground - Proposal including Custom Nucleus Aspire Play Structure with TreeHouse Theme for Ages 5-12, Zipventure DUO, ShadePlay Max Single Posts Swings with (3) Bays, including (1) Freedom ADA Seat and age appropriate standard swing seats. Ages 5-12 Playground also includes Airventure Glider, Comet Spinner, Volta Inclusive Spinner, Custom Welcome Sign, 4-Seat Rocker and (3) Benches.	$449,636.00
Ages 2-5 Playground - Proposal including Custom Nucleus Play Structure for Ages 2-5, ShadePlay Max Single Posts Swings with (3) Bays including (2) Freedom ADA Seats, (1) Konnection Parent-Child Seat, and age appropriate standard swing seats. Ages 2-5 Playground also includes Burke Train, Nido Spinner, Aro Spinning Chair, Turtle Rocker, Dolphin Rocker, Duckling Rocker, FS Welcome Sign, Visio Sensory Tunnel, and (2) Benches.	$146,260.00
Competitive Discount	*($48,578.00)*
Sub Total	***$547,318.00***
BCI Burke's Industry Leading Generations Warranty	*Free*
Freight to Installer's Yard	$23,967.00
Total BCI Burke	**$571,285.00**

EWF Surfacing

DESCRIPTION	AMOUNT
222 CY of EWF Surfacing, to cover 4,495 SF @ 12" compacted depth, with 1 layer of fabric. Installed with Blower Truck.	$15,770.00
Total EWF Surfacing	**$15,770.00**

Poured in Place Surfacing

DESCRIPTION	AMOUNT
11,893 SF of PIP Surfacing, 3" and 3-1/2" thick for 6' and 8' fall heights. Industry standard binder. 50% STANDARD color and 50% BLACK speckled mix.	$202,155.00
Dumpsters Required for Project	$1,800.00
Total Poured in Place Surfacing	**$203,955.00**

Note: Surface America Poured in Place price **includes** materials, freight and installation. **Price does not include subbase, dumpsters, taxes, security, or perimeter fencing.** **STANDARD** colors available at price quoted. **PREMIUM** colors are available for an upcharge and include orange, bright yellow, and funky pink. Surface America PIP is IPEMA-certified and carries an industry-leading warranty.

*Continued on Following Page with Installation Pricing.

No charges or hourly fees will be assessed for additional design work, revisions, or printing of 24" x 36" materials.

Community Park Playground Design & Renovation

Installation

DESCRIPTION	AMOUNT
Installation of BCI Burke Equipment, Listed Above	$186,569.00
Site Work: Remove Existing Play Equipment and Pea Gravel to 12" depth over 15,408 sf. Remove existing PIP surfacing from concrete base, 700sf total, Remove 95sf existing concrete, where new posts are going (majority of existing concrete base will be saved.	$66,825.00
Site Fencing: Installation of Site Security Fencing through duration of Project.	$10,680.00
Concrete Flatwork: Purchase, Form, and Finish of 4" thick Fiber Mesh Reinforced Concrete over 11,288 sf for PIP Prep (less existing concrete)	$130,576.00
Structural Fill: Purchase, Delivery, and Installation of Structural Fill over 11,893 sf at a 6" Compacted Depth (less existing concrete)	$26,840.00
Total Installation	**$421,490.00**

Final Pricing

Sub Total	**$1,212,500.00**
1 Year Payment and Performance Bonding	*$37,500.00*
Complete Terms & Conditions on Following Page **Grand Total**	**$1,250,000.00**

Prepared By: Josh Anzulewicz

Lead Times listed are typical, but may be longer during peak season

Installation: ***Installation date*** will be penciled in upon order with the installation crew able to finalize schedule when equipment is in town, ***typically on site 2-4 weeks*** from time of all equipment arrival (weather dependent)

BCI Burke: ***Currently Shipping 8 Weeks*** from time of completed order documentation (color selections, etc.)

We have moved to an online signature process. When ready to proceed with this order, please contact your sales associate and a DocuSign link will be sent to you for signature.

If you are issuing a Purchase Order, please email Lin@AtoZRecreation.com for instructions.

TERMS & CONDITIONS

All Quotations & Orders are subject to the following. Your signature on the prior page indicates acceptance of all terms.

Purchasing Terms

- **Prices are good for 30 Days** unless otherwise noted. Color Selections required at time of order to hold pricing.
- A **50% Down Payment** is required at time of order unless expressly waived by A to Z Recreation.
- All remainders are **Due 30 Days** from date of final completion or ship date.
- Payment by **Credit Card** available for orders under $10,000. 2% processing fee will be added, as permissible by Colorado Law.
- Unless otherwise indicated, **freight pricing good for 30 days.**
- Pricing is based on our **standard insurance coverage**; COI available upon request. Additional required coverage is subject to price change.
- Pricing subject to change for any **3rd Party Systems** required for Billing, Insurance Verification, Vendor Management, etc.
- Unless specifically listed, pricing does not include taxes, prevailing wages, payment/performance bonds, or 3rd party audits.
- **CO Orders:** Sales Tax will be added to your order. If sales tax is already included, this is an estimate and will be verified at time of final invoice. If you are Tax Exempt, please provide a copy of your **tax exempt certificate** when placing order.
- **WY Orders:** Per Wyoming state tax statutes, we do not have a nexus in WY. **Customer is responsible** for remitting all applicable sales tax.
- Interest accrues at 18% annually (1.5% monthly) on any outstanding balance not paid by due date. This excludes invoices for down payments as work will not begin until down payment is received.
- Customer agrees to pay all costs incurred in the collection of this account, including accrued interest, and all fees and costs of collection, with or without suit, including reasonable attorney's fees and other costs.

Delivery

- **CO Orders:** If installation is quoted, the unloading off the delivery truck is included. Price includes storage of equipment at Installer's yard for up to 30 days, additional storage may be subject to additional charges.
- **WY Orders:** If installation is quoted, unless otherwise noted, customer responsible for unloading delivery truck, which may require a **forklift**. Any obvious damages/shortages must be marked on driver's paperwork and reported to A to Z Rec within 1 business day. **Secured storage strongly recommended** as we are not liable for lost, stolen, or damaged/vandalized materials stored.
- **For Materials Only quotes**, customer responsible for unloading delivery truck, which may require a **forklift**. Lift Gate Service might be available for an additional cost. Address changes made after order placement may result in an additional cost to change with the shipping company. Damages/shortages must be marked on driver's paperwork and reported to A to Z Rec within 3 business days.

Installation

- **Installation is not included unless expressly noted.**
- EXCLUSIONS Unless specifically listed, pricing **does not include** surveys, site prep, grading, excavation, demolition, security, perimeter/security fencing, dumpsters, irrigation revisions, landscape repairs, private locates, permits, licenses, inspections, Prevailing Wages/Certified Payroll, traffic control, or removal of footing spoils.
- ACCESS Direct access is required for a tractor or any other equipment necessary. Heavy equipment can leave marks on concrete during installation, unloading or tear out. We are not responsible for repairs. Price assumes free and easy access to site. Limited access, restricted hours, etc. may incur additional fees.
- ROCK If rock or abnormal soil conditions are encountered during installation, additional fees may apply but will be approved prior to proceeding.
- SITE PREP Customer is responsible for all site preparation unless expressly included in pricing. This includes but is not limited to: grading, excavation, curbing, ramps and drainage. Installation pricing assumes that site has been prepared to the proper depth, and that grade/slope does not exceed 1-2% in any direction.
- DRAINAGE Customer is responsible for identifying and notifying us of any known drainage issues.
- LOCATES Our installers will obtain main utility locates from 811. Owner is responsible for any private locates required and marking all other utilities, irrigation, and drainage/sewer system components. Customer agrees that we are not liable for any damage done to any type of underground utilities, including but not limited to sewer, electrical, telecommunications, or landscaping sprinkler lines/heads on the site chosen by
- MOBILIZATIONS Price assumes all work to be done at one time unless otherwise stated, additional mobilizations will have additional charges.

Surfacing

- **Playground surfacing should be installed after all equipment is installed or additional charges will apply.**
- EXCLUSIONS Unless specifically listed, pricing **does not include** drainage, stone, asphalt or concrete work, curb work.
- EWF SURFACING Costs for Installation by Blower Truck are predicated on the ability to deliver product with blower truck from reasonable distance (~less than 500' from final install point) and are for single drops. Additional drops to be priced per location.
- TURF SURFACING Prior to our arrival, the site must have the sub-base properly graded and compacted with proper drainage installed, and photographs of the site are required to confirm site readiness. Any disturbance to turf after installation by the customer, or any drainage issues caused by the installation, will cause product warranties to immediately become VOID.

Shade

- FOOTINGS At this stage, we can only provide an ESTIMATED footing size. The ACTUAL required footing size and steel reinforcing for this project can only be determined within the engineering process. We are including our closest size suggestion and this should be used for budget and quoting purposes only and SHOULD NOT be used for actual digging and pouring of footings for the project. **Additional costs for footings may be required once engineering is completed.**
- ENGINEERING Sealed Engineered Drawing and Calculation fees are **non-refundable** and will be collected at time of order in addition to any down payment required.
- PERMITS Unless specifically listed, customer is responsible for all permits. Our installer cannot begin footings until your permits are approved. If our installer is completing the permit process for you, we will complete Engineering and the Permit process **BEFORE** manufacturing begins.

If you agree to the price and terms on this quote in their entirety please sign the previous page to make it a legal work order.

BID FORM

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within sixty (60) days of the due date. The undersigned also agrees to make delivery, or render service, within ten (10) days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Bidder acknowledges receipt of the following Addenda:

Addendum #1, 4/25/2025

Addendum #2, 4/25/2025

Name of Bidder: Brandon Smith, A to Z Recreation

Address: PO Box 626

Littleton, CO 80160

Telephone Number: (970) 819-8926

BID SUMMARY

DESCRIPTION	UNIT	TOTAL
Community Park Option 1 (Base)	Lump Sum	$1,250,000.00
Community Park Alternate Design 1 (if any)	Lump Sum	
Community Park Alternate Design 2 (if any)	Lump Sum	

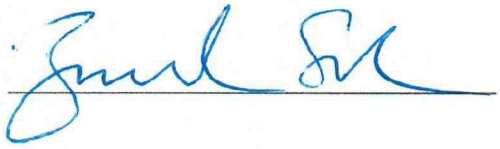
Total Option 1 Base Price:

$ 1,250,000.00

One Million Two Hundred Fifty Thousand Dollars

(in words)

BIDDER:

By: 

STATE OF COLORADO)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of MAY, 2025, by Brandon Smith, as President of A to Z Recreation, LLC.

My commission expires: 11/13/2026

(S E A L)

Notary Public

LINDSAY ELIZABETH RUDY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184044068
MY COMMISSION EXPIRES NOVEMBER 13, 2026

ITEM NO. 5h

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Resolution - Approving the Colorado Department of Transportation Intergovernmental Agreement for the McCaslin Boulevard Multiuse Path Crossing**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Brannon Richards, Public Works & Utilities Director**

PRESENTED FOR: **Action**

BACKGROUND:

In August 2023, the Town was awarded a Denver Regional Council of Governments (DRCOG) Fiscal Year 2024-2027 Transportation Improvement Program (TIP) grant to complete the design of the McCaslin Blvd Multiuse Underpass at Rock Creek Pkwy. This grant would have only awarded the design phase of the project.

While a safe pedestrian and bike crossing is needed at this location, the Town does not have the funds to complete this project within the 10-year plus budget period. In addition, town staff do not believe this project will score well for future construction grant funding. Therefore, the Town approached DRCOG about rescoping the grant to construction of an At-Grade Multi-Use Path HAWK Crossing of McCaslin Boulevard.

This scope change was approved by DRCOG and Colorado Department of Transportation (CDOT), allowing the Town to move forward with the design and construction of an At-Grade Multi-Use Path HAWK Crossing of McCaslin Boulevard.

To finalize this grant and continue moving forward with this project the Town must finalize this Intergovernmental Agreement (IGA) with CDOT.

This IGA will become effective on May 8, 2025 and expire on May 7, 2035 following signatures and approvals by all parties.

Following IGA approval, staff plans to begin the design phase of this project in 2025,

with construction starting and finishing in 2026, pending approval of this project as part of the 2026 budget process.

Parties: Colorado Department of Transportation and Superior

Term: The term of the Agreement shall be from the Effective Date of May 8, 2025 and expire on May 7, 2035 following signatures and approvals by all parties.

FINANCIAL IMPLICATIONS:

CDOT will pay the Town a total maximum amount of $500,000, based on a total project cost of $603,938 and the local agency 17.21% match of $103,938.

RECOMMENDED ACTION:
Staff recommends approval of the Colorado Department of Transportation Intergovernmental Agreement for the McCaslin Boulevard Multiuse Path Crossing Project

MOTION:
Move to Adopt a Resolution Approving the Colorado Department of Transportation Intergovernmental Agreement the McCaslin Boulevard Multiuse Path Crossing Project

ATTACHMENTS:

- Resolution
- CDOT McCaslin Boulevard Multiuse Path Crossing IGA

TOWN OF SUPERIOR
RESOLUTION NO. R-31
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE MCCASLIN BOULEVARD MULTIUSE PATH PROJECT

WHEREAS, the Town desires to improve pedestrian and bike safety and access by providing an at-grade multi-use path crossing of McCaslin Boulevard near the Vista Ridge Trail; and

WHEREAS, the Town Council finds it is in the best interest of the public health, safety and welfare to execute an Intergovernmental Agreement with the Colorado Department of Transportation to help fund the McCaslin Boulevard Multiuse Path Crossing Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Town Council hereby approves the Intergovernmental Agreement with the Colorado Department of Transportation for the McCaslin Boulevard Multiuse Path Crossing Project in substantially the same form as attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Intergovernmental Agreement on behalf of the Town.

ADOPTED this 27th day of May, 2025.

_____
Jason Serbu, Mayor Pro-Tem

ATTEST:

_____
Shannon Dujardin, Town Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 25-HA4-XC-00058
Local Agency TOWN OF SUPERIOR			**Agreement Effective Date** The later of the effective date or May 08, 2025
Agreement Description McCaslin Boulevard Multiuse Path Crossing			**Agreement Expiration Date** May 07, 2035
Project # CRP M258-011 (26018)	**Region #** R4	**Contract Writer** BH	**Agreement Maximum Amount** $603,938.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY
Town of Superior

By: _____
*Signature

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

SECOND LOCAL AGENCY SIGNATURE, IF NEEDED
Town of Superior

By: _____
*Signature

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____

LEGAL REVIEW
Philip J. Weiser, Attorney General

_____
Assistant Attorney General

_____
By: (Print Name and Title)

Date: _____

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

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1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on May 07, 2035 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

Pursuant to Title VI of the Social Security Act, Section 602 of the "Coronavirus State and Local Fiscal Recovery Funds", a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

K. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, PII Certification
xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

U. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

Y. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

MM. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Gary Stimson, EiT - I
R4
10601 W 10th St
Greeley, CO 80634
970-502-1270
gary.stimson@state.co.us

For the Local Agency

Town of Superior
Brannon Richards, Public Works and Utilities Director
100 Superior Plaza Way, Suite 200,
Superior, CO 80027
303-381-2011
Brannonb@superiorcolorado.gov

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Scope of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, PII Certification.
xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A

SCOPE OF WORK

Name of Project: McCaslin Boulevard Multiuse Path Crossing
Project Number: CRP M258-011
SubAccount #: 26018

The Colorado Department of Transportation ("CDOT") will oversee the Town of Superior when the Town of Superior completes the At-Grade HAWK Pedestrian Crossing project. (Hereinafter referred to as "this work") CDOT and the Town of Superior believes it will be beneficial to perform this work because it will significantly improve safety for pedestrians, cyclists, and motorists. With the ongoing development of Downtown Superior, there has been a notable increase in pedestrian crossings of McCaslin Boulevard, a 4-lane divided road with a 45-mph speed limit. These uncontrolled crossings pose significant safety risks to both pedestrians and motorists. Construction of an At-Grade HAWK crossing at this location will address the safety concern achieving the project's goal to ensure safer conditions for all users of the road. The Town of Superior has completed the necessary preliminary studies to implement this proposal. All work will conform to the MUTCD.

This work will consist of design and construction of an At-Grade HAWK pedestrian crossing. The design phase of this work is scheduled to begin during federal fiscal year 2025. The design phase will identify more exact requirements, qualities, and attributes for this work. (Herein after referred to as "the exact work"). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in federal fiscal year 2026 and shall finish as soon as reasonably possible.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO "A Policy on Geometric Design of Highways and Streets", AASHTO "Roadside Design Guide", and the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State and Federal guidelines

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C FUNDING PROVISIONS

Town of Superior: CRP M258-011 (26018)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $603,938.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (82.79% of CRP Award)	$500,000.00
b. Local Agency Funds (17.21% of CRP Award)	$103,938.00
TOTAL FUNDS ALL SOURCES	**$603,938.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	E79XSHDEQGL8
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$500,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**82.79%**	**$500,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**17.21%**	**$103,938.00**
TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$603,938.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$603,938.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$603,938.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 26018.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	$0.00
WBS Element 26018.20.10	Performance Period Start*/End Date TBD-TBD	Const. 3301	$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 82.79% federal funds to 17.21% Local Agency funds, and this ratio applies only to the $603,938.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $603,938.00,

and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $603,938.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in A1. This applies to the **entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $500,000.00. For CDOT accounting purposes, the federal funds of $500,000.00 and the Local Agency funds of $103,938.00 will be encumbered for a total encumbrance of $603,938.00. The total budget of this project is $603,938.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. This applies to the entire scope of Work.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
CRP M258-011	SDR7007	26018	04

Project Location	Date
Town of Superior	03/17/2025

Project Description

McCaslin Boulevard Multiuse Path Crossing

Local Agency	Local Agency Project Manager
Town of Superior	Brannon Richards

CDOT Resident Engineer	CDOT Project Manager
Bryce Reeves	Gary Stimson

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Equal Employment Opportunity - EEO

Federal Highway Administration – FHWA

Field Inspection Review – FIR

Final Office Review – FOR

Hot Mix Asphalt – HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement – IGA

Local Agency - LA

Local Agency Web Resource – LAWR

Not Applicable – N/A

Number – No.

On-The-Job - OJT

Plans, Specifications, and Estimate – PS&E

Professional Engineer - PE

Right-of-Way – ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program – TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		X

Subrecipient Monitoring

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	3.1	Preparation of Subrecipient Monitoring Compliance Documents		
		• Subrecipient Determination Tool		X
		• Subrecipient Risk Assessment	X	X
		• Subrecipient Notification Letter		X
		• Subrecipient Project Update Report (Formerly "Performance Report to CDOT")	X	
		• CDOT Monitoring Report of Subrecipients (If applicable)		X

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.		X

Project Development

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	5.1	Determine Delivery Method	X	#
1	5.2	Prepare Design Data – CDOT Form 463	X	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement		
		• Project Development	X	
		• Construction Contract Administration (including Fabrication Inspection Services)	X	
3,3A	5.5	Conduct Design Scoping Review Meeting	X	
3,6	5.6	Conduct Public Involvement	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	X	#
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	
3A	5.12	Justify Force Account Work by the Local Agency	X	
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
3	5.14	Document Design Exceptions – CDOT Form 464	X	
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	X	
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	
	5.21	Ensure Authorization of Funds for Construction		X
	5.22	Use Electronic Signatures	X	#
	5.23	File Project Development Records/Documentation in ProjectWise (PW)		X

Project Development Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)		X
	6.2	Determine Applicability of Davis-Bacon Act This project [ ] is [ ] is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)		X

CDOT Resident Engineer	Date
Bryce Reeves	10/02/2024

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable	☐	X
	6.4	Enforce Prompt Payment Requirements	X	☐
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ☐ LCPTracker ☐	X	#
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	☐
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	☐

Advertise, Bid and Award of Construction Projects

Federal Project (use 7.1 series in Chapter 7) ☐
Non-Federal Project (Use 7.2 series in Chapter 7) ☐

LAWR	No.	Description of Task	Responsible Party LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7		Advertise for Bids	X	☐
7		Concurrence to Advertise	☐	X
7		Distribute "Advertisement Set" of Plans and Specifications	X	☐
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	X	☐
7		Open Bids	X	☐
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the Low bidder meets DBE goals. ("N/A" if Not Applicable)	☐	X
		Evaluate CDOT Form 1416 – Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. ("N/A" if Not Applicable)	☐	X
		Submit required documentation for CDOT award concurrence	X	☐
		Concurrence from CDOT to Award	☐	X
		Approve Rejection of Low Bidder	☐	X
7,8		Award Contract (Federal)	X	☐
8		Provide "Award" and "Record" Sets of Plans and Specifications (Federal)	X	☐

Construction Management			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8	Intro	File Project Construction Records/Documentation in PW or as Directed	X	
8	8.1	Issue Notice to Proceed to the Contractor	X	
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	X	
		○ Fabrication Inspection Notifications	X	
		• Pre-Survey	X	
		○ Construction Staking	X	
		○ Monumentation	X	
		• Partnering (Optional)	X	
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	X	
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision"	X	
		Local Agency Professional Engineer or CDOT Resident Engineer: Christine Katz — Phone Number: 720-829-6142		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including Projects with structures)	X	
		Fabrication Inspection and Documentation	X	
9	8.6	Review and Approve Shop Drawings	X	
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	X	

Local Agency Representative	Phone Number
Brannon Richards	303-381-2011

9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
9B	8.12	Prepare and Authorize Change Orders	X	#
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	
9	8.16	Prepare and Submit Monthly Progress Reports	X	
9	8.17	Resolve Contractor Claims and Disputes	X	
	8.18	Conduct Routine and Random Project Reviews. Provide the name and phone number of the person responsible for this task.	X	X

CDOT Resident Engineer	Phone Number
Bryce Reeves	719-314-6337

9	8.19	Ongoing Oversight of DBE Participation	X	

Materials

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	X	
		• Buy America documentation required prior to Installation of steel	X	
		• Buy America, Build America documentation required prior to installation of materials	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.2	Complete CDOT Form 250 – Materials Documentation Record		
		• Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project	X	#
		• Update the form as work progresses	X	#
		• Complete and distribute form after work is completed	X	#
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Acceptance Tests	X	
9C	9.6	Accept Manufactured Products	X	#
		Inspection of structural components:		
		• Fabrication of structural steel and pre-stressed concrete structural components	X	
		• Bridge modular expansion devices (0” to 6” or greater)	X	
		• Fabrication of bearing devices	X	
9C	9.6	Approve Sources of Materials	X	
9C	9.7	Independent Assurance Testing (IAT)		
		Local Agency Procedures ☐ CDOT Procedures ☐		
		• Generate IAT schedule		X
		• Schedule and provide notification	X	
		• Conduct IAT	X	#
9C	9.8	Approve mix designs		
		• Concrete	X	
		• Hot Mix Asphalt	X	
9C	9.9	Check Final Materials Documentation	X	
9C	9.10	Complete and Distribute Final Materials Documentation	X	

Construction Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
8,9	10.2	Process CDOT Form 205 – Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	X	
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	X	
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees.		
		• Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements.	X	
		• Complete CDOT Form 838 – OJT Trainee / Apprentice Record.	X	
		• Complete CDOT Form 200 – OJT Training Questionnaire.	X	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	X	
9	10.7	Submit FHWA Form 1391 – Highway Construction Contractor's Annual EEO Report	X	
	10.8	Contract Compliance and Project Site Reviews		X

Finals

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	X	X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
	11.8	Review CDOT Form 1419	X	X
	11.9	Submit CDOT Professional Services Closeout Report Form	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		X
11	11.11	Process Final Payment	X	#
	11.12	Close out Local Project	X	#
	11.13	Complete and Submit CDOT Form 950 – Project Closure		X
11	11.14	Retain Project Records	X	#
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	#

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer oremployee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federalcontract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

https://www.codot.gov/business/civilrights

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the workbeing pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONALDETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFRChapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFRPart 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employmentof mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached StandardDOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the StandardDOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall alsoinclude the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Actof 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifiesall bidders that it will affirmatively ensure that any contract entered into pursuant to thisadvertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementingregulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal AidHighway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. **Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Codeof Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. **Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to beperformed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under thisAgreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mentalor physical handicap or national origin.

iv. **Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forthwhat efforts have been made to obtain the information.

v. **Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided,however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination onthe basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis ofsex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on thebasis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability ofTitle VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all ofthe programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA),
As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

   1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

      1.1.1. Grants;
      1.1.2. Contracts;
      1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
      1.1.4. Loans;
      1.1.5. Loan Guarantees;
      1.1.6. Subsidies;
      1.1.7. Insurance;
      1.1.8. Food commodities;
      1.1.9. Direct appropriations;
      1.1.10. Assessed and voluntary contributions; and
      1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

      Award ***does not*** include:

      1.1.12. Technical assistance, which provides services in lieu of money;
      1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
      1.1.14. Any award classified for security purposes; or
      1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

   1.2. **"Contract"** means the contract to which these Supplemental

Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

- **1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- **1.5.2.** A foreign public entity;
- **1.5.3.** A domestic or foreign non-profit organization;
- **1.5.4.** A domestic or foreign for-profit organization; and
- **1.5.5.** A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

- **1.15.1.** Salary and bonus;
- **1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- **1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- **1.15.4.** Change in present value of defined benefit and actuarial pension plans;
- **1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- **1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de- obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

   7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

      7.1.1 Subrecipient DUNS Number;

      7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

      7.1.3 Subrecipient Parent DUNS Number;

      7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

      7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

      7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

   7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

      7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

      7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person,unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangementas defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under theContract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT	**Yes**	**No**	**N/A**
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT	**Yes**	**No**	**N/A**
4 Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5 a) Were there non-compliance issues in this prior review?	☐	☐	☐
b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *>3*	☐
OPERATION ASSESSMENT	**Yes**	**No**	**N/A**
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT	**Yes**	**No**	**N/A**
7 a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
b) If Yes, who approved the rate, and what date was it approved?			
8 Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9 Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*		☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*		☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

   1.1. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

   1.2. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

   1.3. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

   1.4. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

   1.5. **"Grant" or "Grant Agreement"** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

   1.6. **"OMB"** means the Executive Office of the President, Office of Management and Budget.

   1.7. **"Recipient"** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

   1.8. **"State"** means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. **"Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

1.10. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. **Compliance**. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **Procurement Standards.**

3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,

§§200.318 through 200.326 thereof.

3.2 **Procurement of Recovered Materials**. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when duein accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and anyimplementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. **Certifications**. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

   7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. **Performance Measurement**. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

   Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

   The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N
Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served

b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage

e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be foundat: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:
Project Title:		Project No:
Project Duration: To:		From:
State Agency:	CDOT	

This form serves as notification that there has been a change to the reporting requirements set forth in theoriginal SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement **(Add/Delete/Modify)**	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form tothe State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

ITEM NO. 5i

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Approval of a Resolution of the Town Council of the Town of Superior Approving a Settlement Agreement with Kyia Money**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Matt Magley, Town Manager**
Nick Hartman, Town Attorney

PRESENTED FOR: **Action**

BACKGROUND:
In March, the Town filed a complaint in District Court against parties to a Subdivision Improvement Agreement (SIA) in the Kupfner subdivision, alleging that they had neither completed the subdivision improvements nor dedicated any subdivision improvements to the Town as required by the SIA. Attached is a Settlement Agreement and Release of interest, if any, in the subdivision's private road and payment of attorney's fees. The party has approved the agreements to avoid the uncertainty of litigation and resolve the dispute with the Town. In exchange for the agreement the Town will release the party from any obligations required by the SIA.

STAFF RECOMMENDATION:
Approval of the resolution.

BUDGET IMPLICATIONS:
The Town has agreed to pay attorney fees of $8,500.00.

MOTION:
Move to approve a Resolution of the Town Council of the Town of Superior approving settlement agreement with with Kyia Money

ATTACHMENTS:
- Resolution
- Agreement

TOWN OF SUPERIOR
RESOLUTION NO. R-33
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A SETTLEMENT AGREEMENT WITH KYIA MONEY

WHEREAS, the Town desires to settle litigation between it and Kyia Money pursuant to a settlement agreement, attached hereto as **Exhibit A** and incorporated herein (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Agreement between the Town and Kyia Money is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 27th day of May, 2025.

_____
Jason Serbu, Mayor Pro-Tem

ATTEST:

_____
Shannon Dujardin, Town Clerk

EXHIBIT A
Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado home rule municipality with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Kyia Money, a natural person with an address of 4901 West 93rd Avenue, #721, Westminster, CO 80031 ("Ms. Money") (each a "Party" and collectively the "Parties").

WHEREAS, on or about August 8, 1983, George D. Kupfner entered into a subdivision improvement agreement with the Town, which was subsequently amended on or about November 13, 2000 (the "SIA") and concerned the Original Town Superior, Kupfner Subdivision (the "Kupfner Subdivision");

WHEREAS, following the death of George D. Kupfner, his estate passed to his surviving spouse, Bonnie Kupfner, and following her subsequent death, to the Estate of Bonnie Kupfner;

WHEREAS, Ms. Money quitclaimed any interest she might have in lots owned by Bonnie Kupfner in the Kupfner Subdivision referred to above to Superior Maintenance, a business owned by George L. Kupfner, in settlement of a quiet title lawsuit brought by George L. Kupfner, which Quitclaim Deed was recorded with the Boulder County Clerk & Recorder at Reception No. 03859356 on February 16, 2021;

WHEREAS, Ms. Money disclaimed any interest she might have in the Kupfner Subdivision road in the District Court of Boulder County, Case No. 2024CV30643, *Friedberg v. Kupfner*;

WHEREAS, Ms. Money claims no interest in any lot in the Kupfner Subdivision, nor in the subdivision road, including without limitation the property described in **Exhibit A**, attached hereto and incorporated herein (the "Road");

WHEREAS, on March 12, 2025, the Town filed a complaint against Ms. Money and others in the District Court of Boulder County, Case No. 2025CV30208 (the "Case"), alleging that Ms. Money and others had neither completed the subdivision improvements nor dedicated any subdivision improvements to the Town as required by the SIA;

WHEREAS, Ms. Money disputes the Town's claims in the Case; and

WHEREAS, the Parties have agreed that, to avoid additional expense and uncertainty of litigation, it is in their respective best interests to enter into this Agreement to settle and resolve the dispute among the Parties, by way of compromise and without any admission of liability by any Party.

NOW THEREFORE, based upon the foregoing recitals and the consideration set forth herein, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment. Within 7 days of the Effective Date, the Town shall pay Ms. Money the lump sum of $8,500.00 (the "Settlement Payment") in reimbursement of the attorney fees and costs Ms.

Money has incurred in the Case, which check will be made payable to Coan, Payton & Payne, LLC, for the benefit of Kyia Money, and delivered to John M. Seebohm at Coan, Payton & Payne, LLC. Ms. Money shall not be entitled to any further payments from the Town.

2. Waiver of Interest. Ms. Money hereby waives and disclaims any interest in any property of the Kupfner Subdivision, including without limitation the lots within the Kupfner Subdivision and the Road.

3. Release. Except only as to the respective obligations of the Parties pursuant to this Agreement, the Parties forever release and discharge each other and their respective officers, directors, employees, agents, representatives, attorneys, contractors, predecessors, successors and assigns from any and all claims, controversies, liabilities, obligations, warranties, payments, reimbursements, set offs, recoupment, amounts due or owning or both, duties, injuries, demands, actions, causes of action, suits, losses, promises, acts, agreements, damages, costs and expenses of any kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, based upon law or equity, now existing or hereafter asserted arising out of or relating to any and all circumstances, disputes, or disagreements that now exists or may have existed regarding the SIA.

4. Dismissal. Within 7 days after the execution of this Agreement by all Parties, the Parties shall jointly file with the court a motion for dismissal of Ms. Money from the Case, with prejudice, and for withdrawal of Ms. Money's pending Motion for Summary Judgment and the Town's pending Motion to Dismiss Action Against Kyia Money Without Prejudice.

5. Testimony. Ms. Money acknowledges and agrees that the Town may call Ms. Money as a witness in the Case, and that Ms. Money shall comply with any requests to testify in the Case pursuant to a request by the Town, provided Ms. Money is provided reasonable advance notice.

6. Representations. Each Party represents, warrants, and agrees as follows:

a. *Legal Advice*. Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement.

b. *Authorization*. Each Party has full power and authority to execute, deliver, and perform this Agreement, and each of them has taken all necessary steps for the execution and delivery of this Agreement.

7. Miscellaneous.

a. *The Town's Fees and Costs*. The Town shall bear its own attorney fees, costs and expenses incurred in connection with this Agreement.

b. *No Admission*. This Agreement effects the settlement of the claims in the Case that are denied and contested, and nothing in this Agreement shall constitute an admission of liability or wrongdoing by any Party.

c. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

d. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

e. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

f. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

h. *Governmental Immunity*. The Town, its officers and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended, or otherwise available to the Town and its officers or employees.

i. *Cooperation*. The Parties will cooperate reasonably to take such actions and execute such further documents as may be necessary to implement the terms of this Agreement.

j. *Execution of Agreement and Copies*. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one and the same agreement binding on all parties hereto. Facsimile and electronic signatures shall be accepted the same as an original signature. A photocopy of this may be used in any action brought to enforce or construe this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

_____

Jason Serbu, Mayor Pro-Tem

ATTEST:

_____

Shannon Dujardin, Town Clerk

DEFENDANT

_____

Kyia Money

EXHIBIT A
Legal Description

That portion of KUPFNER SUBDIVISION REPLAT A, recorded April 2, 2003 at Reception No. 2419628, County of Boulder, State of Colorado, lying between Lots 1A through 9A, and Lots 10A through 19A, and as depicted as "Private Drive, Utility and Drainage Easement" on said Replat.

Summary of Measured Noise Levels

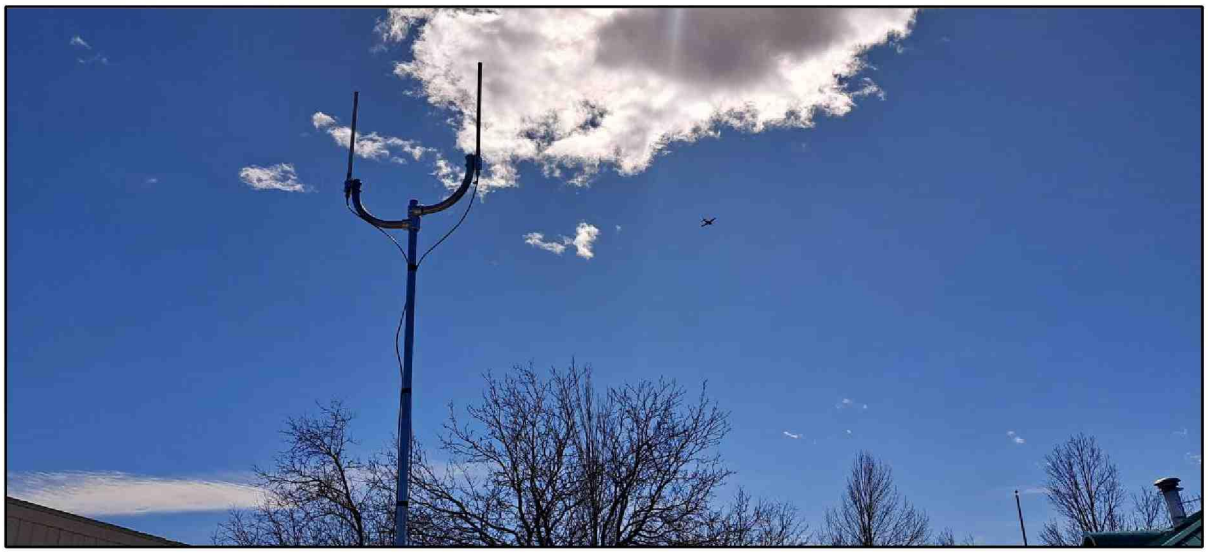
in the

Town of Superior, Colorado

due to

Rocky Mountain Metropolitan Airport Operations

April 2025



Prepared by:

Hankard Environmental, Inc.

Colorado, Wisconsin

HANKARD ENVIRONMENTAL

ACOUSTICS AND VIBRATION CONSULTING

Monthly Summary – April 2025 (Water Bladder Site)

The following summarizes the daytime noise levels measured at the Water Bladder measurement location located off S. Torreys Peak Dr. and aircraft operations detected over the Town of Superior for the month of April 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 8,764 aircraft operations[1] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 4,607 were touch and go (T&G) operations (53%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 6,023 minutes (100 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 2,231 minutes (37 hours), which is a 63% reduction.
- The following summarizes the April 2025 noise survey results at the Water Bladder.

Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, April 2025 (Water Bladder)

Operations	Quantity	Audible Aircraft Operations	Aircraft Noise Above Ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	8,764	---	6,023	4,173	904
	Daily average	292	18	208	144	31
Touch and Go Removed	Total for month	5,068	---	2,231	1,376	217
	Daily average	169	13	77	47	7

- Figure 1 shows the flight paths on April 14, a day with total operations close to the median for the month. Note the concentration of T&G operations over the Town of Superior and Boulder County.
- Figure 2 shows the measured noise levels and concurrent aircraft activity for this day. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 193 minutes.
  - 10 dBA (significant increase), 138 minutes.
  - 20 dBA (much louder), 37 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an hour on this day, during which time the measured noise level was often above ambient conditions (38 dBA for this hour), meaning that aircraft noise was regularly present.
- Figure 4 shows the flight paths for the entire month of April 2025.

[1] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

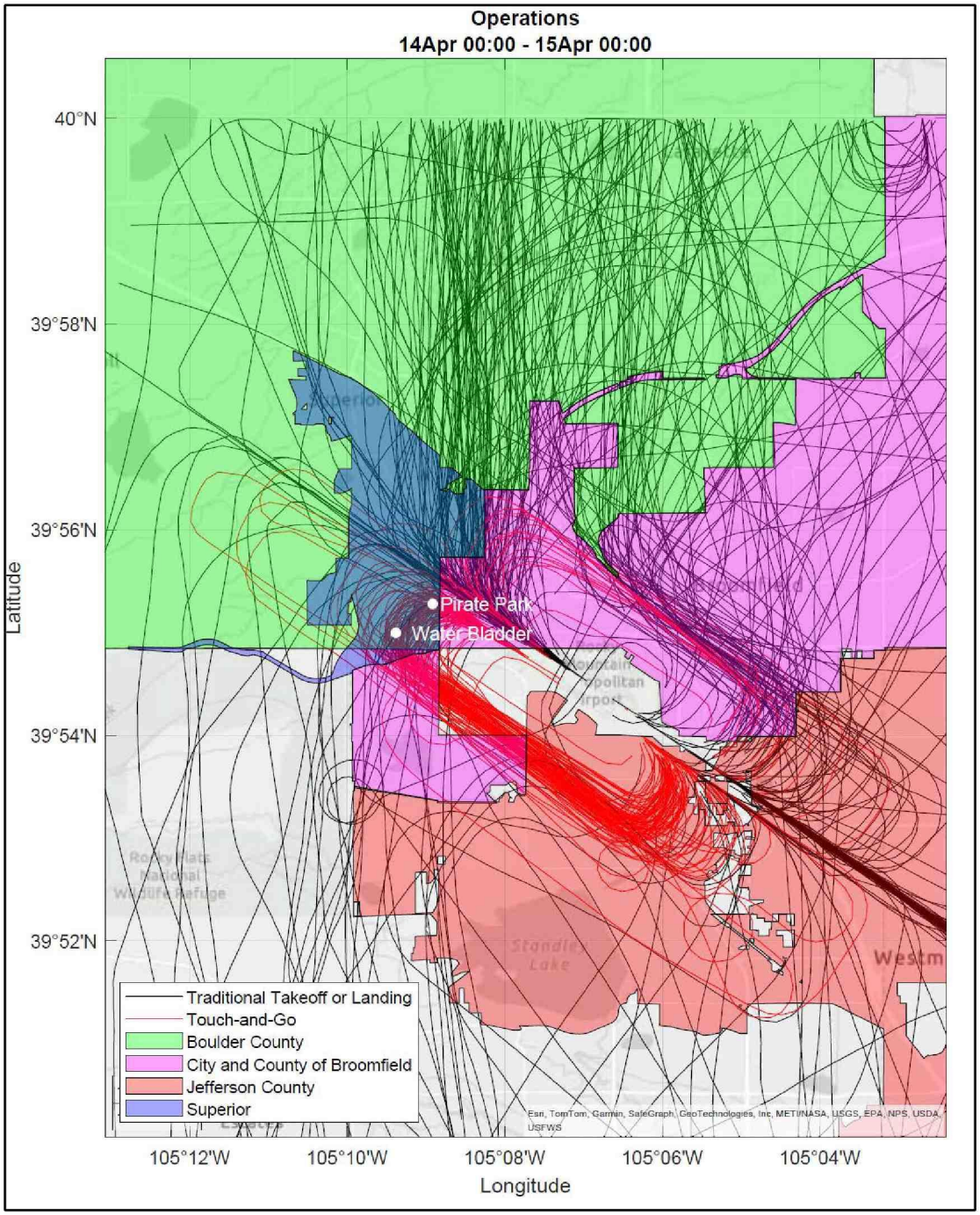


Figure 1 – Flight Paths on Median Day in April 2025 (477 Operations; 145 T&G)

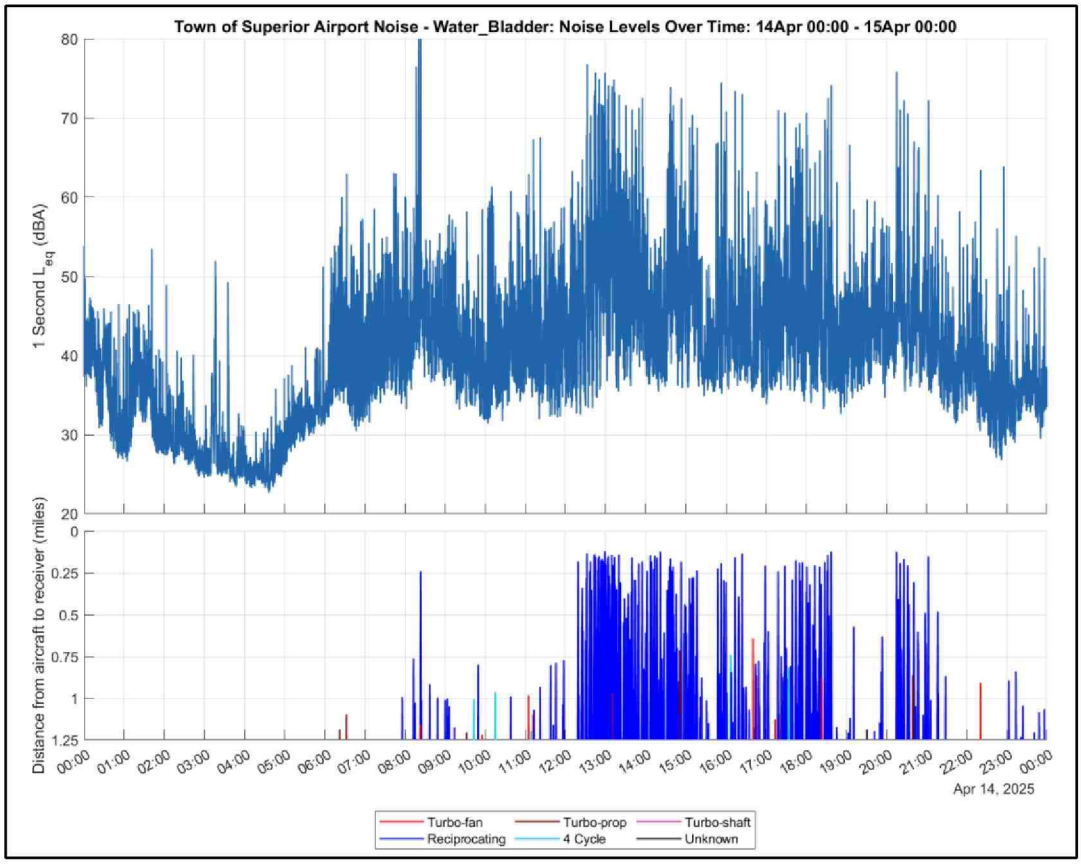


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

Table 2 – Hourly Noise Levels and Aircraft Operations on Median Day (Water Bladder)

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	46	56	44	45	47	58	58	54	52	52	52	53	47	54	47
Number of Operations	3	13	15	12	17	35	51	61	47	48	52	45	21	24	10

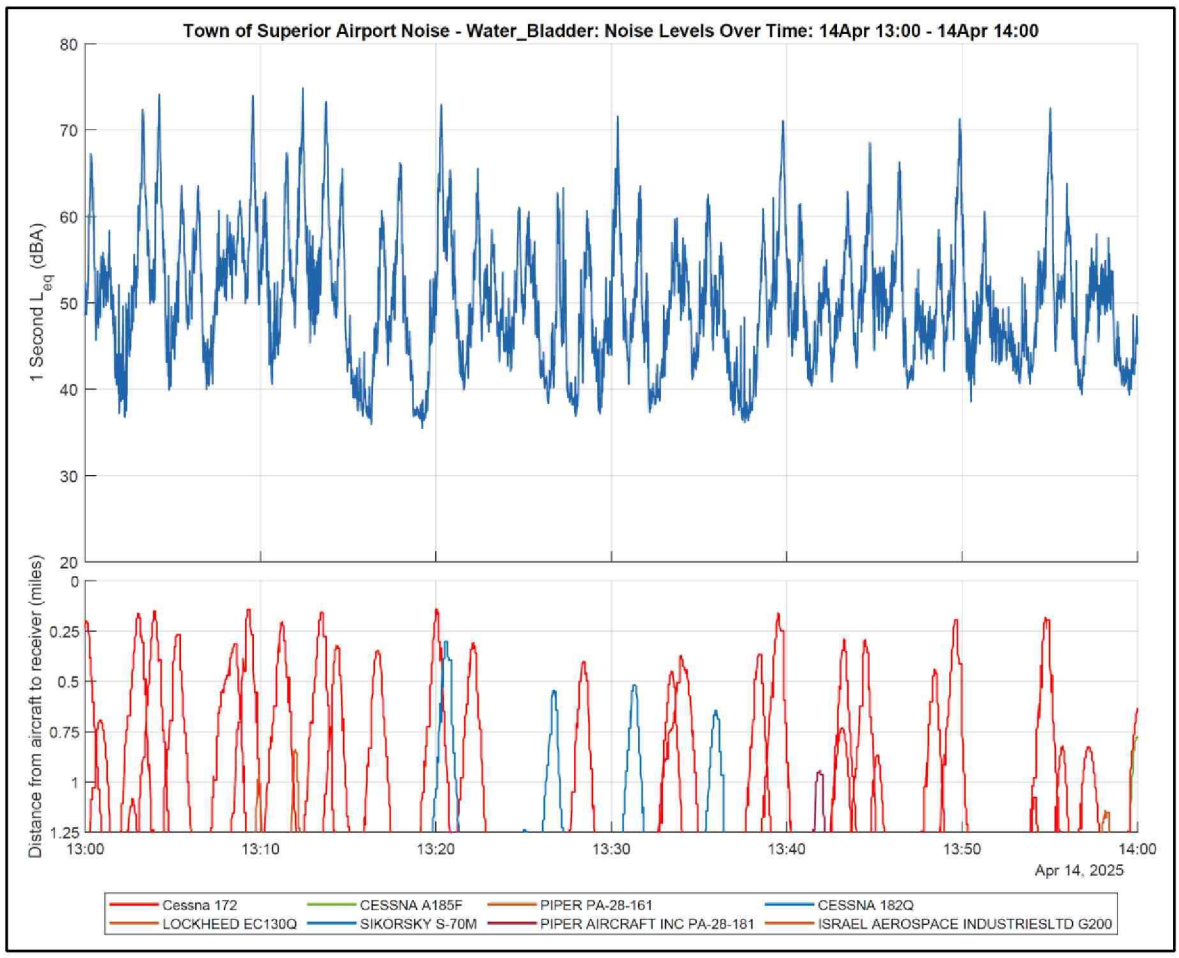


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Water Bladder)

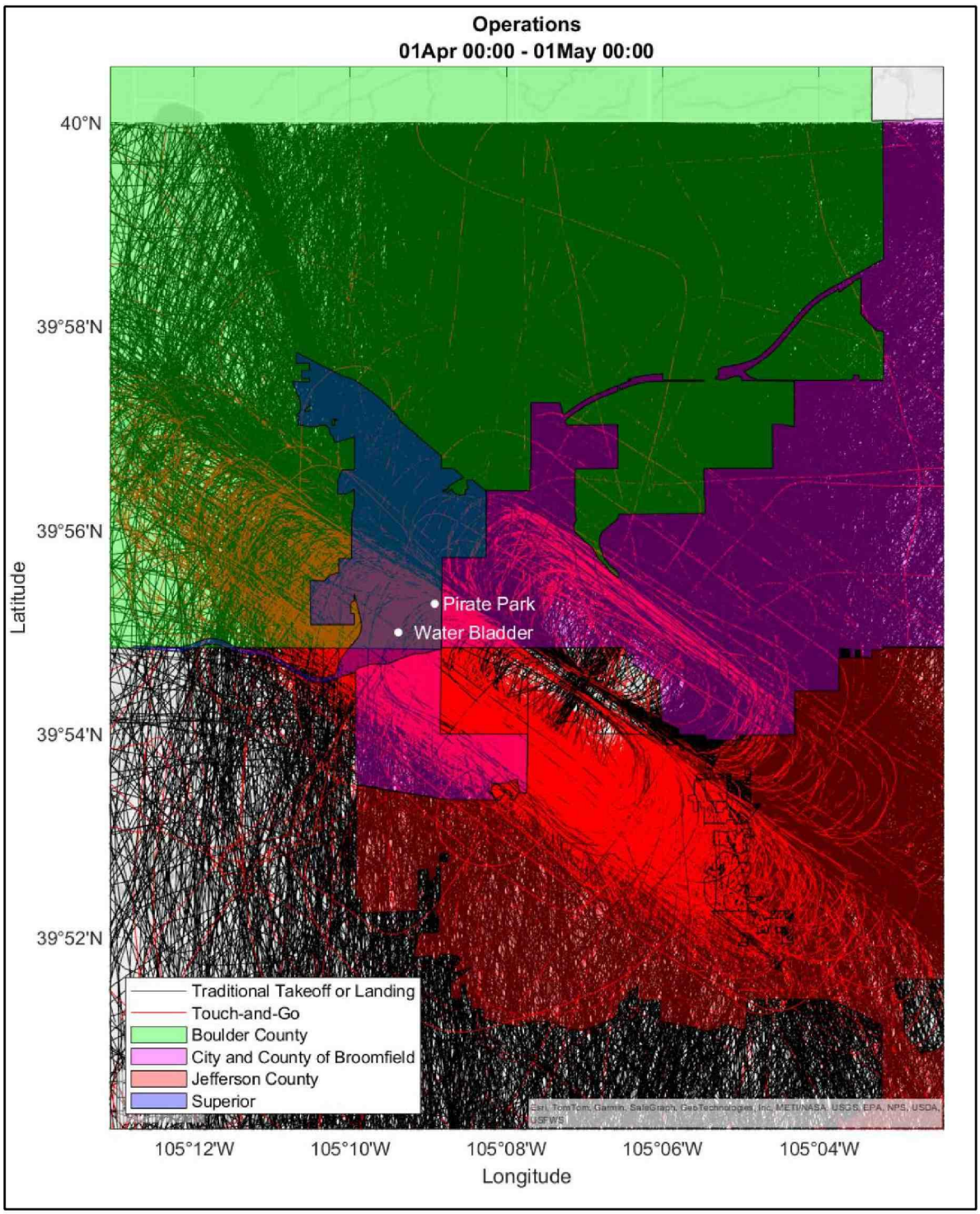


Figure 4 – All Flight Paths in April 2025 (14,485 Operations; 5,128 T&G)

Monthly Summary – April 2025 (Pirate Park Site)

The following summarizes the daytime noise levels measured at the Pirate Park measurement location located near Pirate Park off Yarrow Circle and aircraft operations detected over the Town of Superior for the month of April 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 9,546 aircraft operations[2] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 4,797 were touch and go (T&G) operations (50%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 6,633 minutes (111 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 3,308 minutes (55 hours), which is a 50% reduction.
- Aircraft noise exceeds the ambient noise level by 20 dBA or more for a significant amount of time at this site (almost one hour per day).
- The following summarizes the April 2025 noise survey at Pirate Park. Note the number of minutes that aircraft noise was 20 dBA above ambient is much higher than at the Water Bladder site due to the closer proximity to the runway and the lower, climbing aircraft.

Table 3 - Daytime Measured Noise Levels and Aircraft Operations, April 2025 (Pirate Park)

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	9,546	---	6,633	4,923	1,619
	Daily average	318	21	221	164	54
Touch and Go Removed	Total for month	5,761	---	3,308	2,386	681
	Daily average	192	17	110	80	23

- Figure 5 shows the measured noise levels and concurrent aircraft activity for April 14, a day with total operations close to the median for the month. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 233 minutes.
  - 10 dBA (significant increase), 186 minutes.
  - 20 dBA (much louder), 72 minutes.
- Table 4 shows the hourly average noise levels and operation counts for this day.
- Figure 6 shows an hour on this day, during which time the measured noise level was often above ambient conditions (40 dBA for this hour), meaning that aircraft noise was regularly present.

[2] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

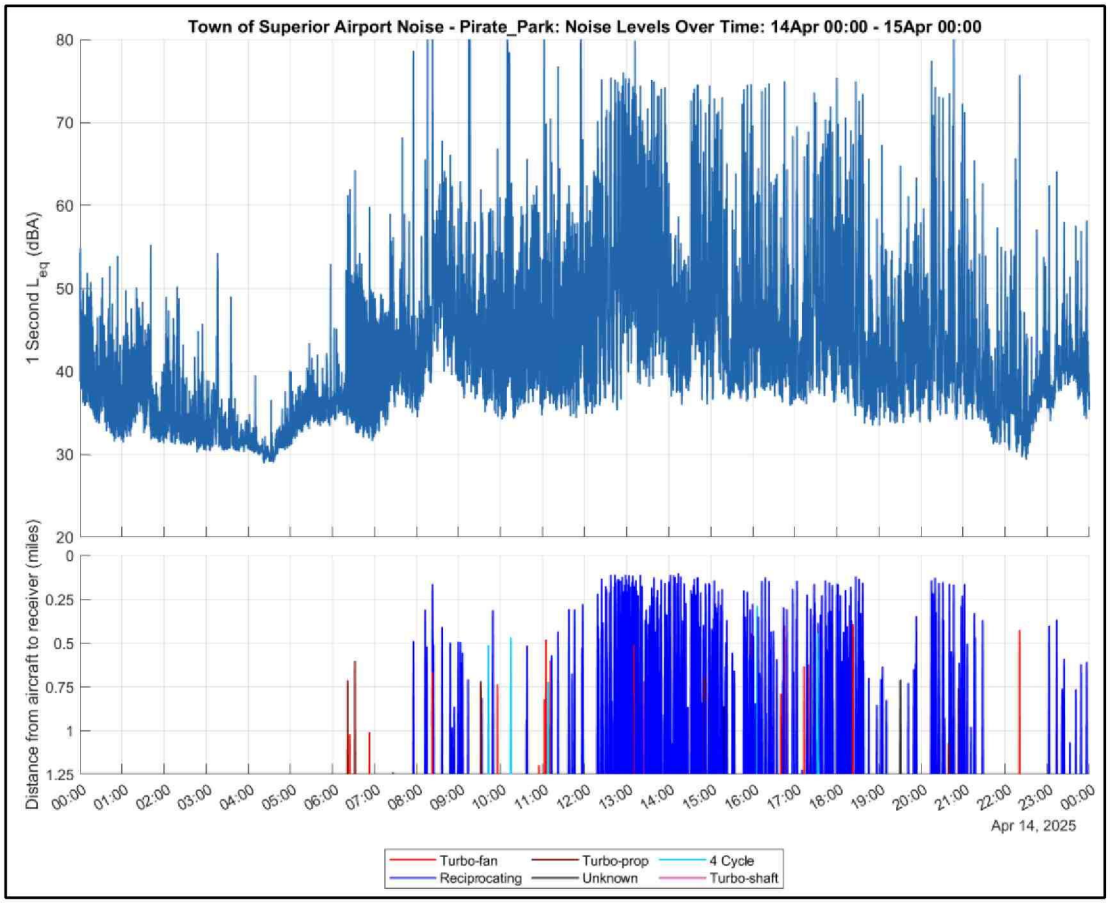


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Table 4 – Hourly Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	51	58	58	58	56	60	61	57	57	54	56	55	48	57	48
Number of Operations	3	13	15	12	17	35	51	61	47	48	52	45	21	24	10

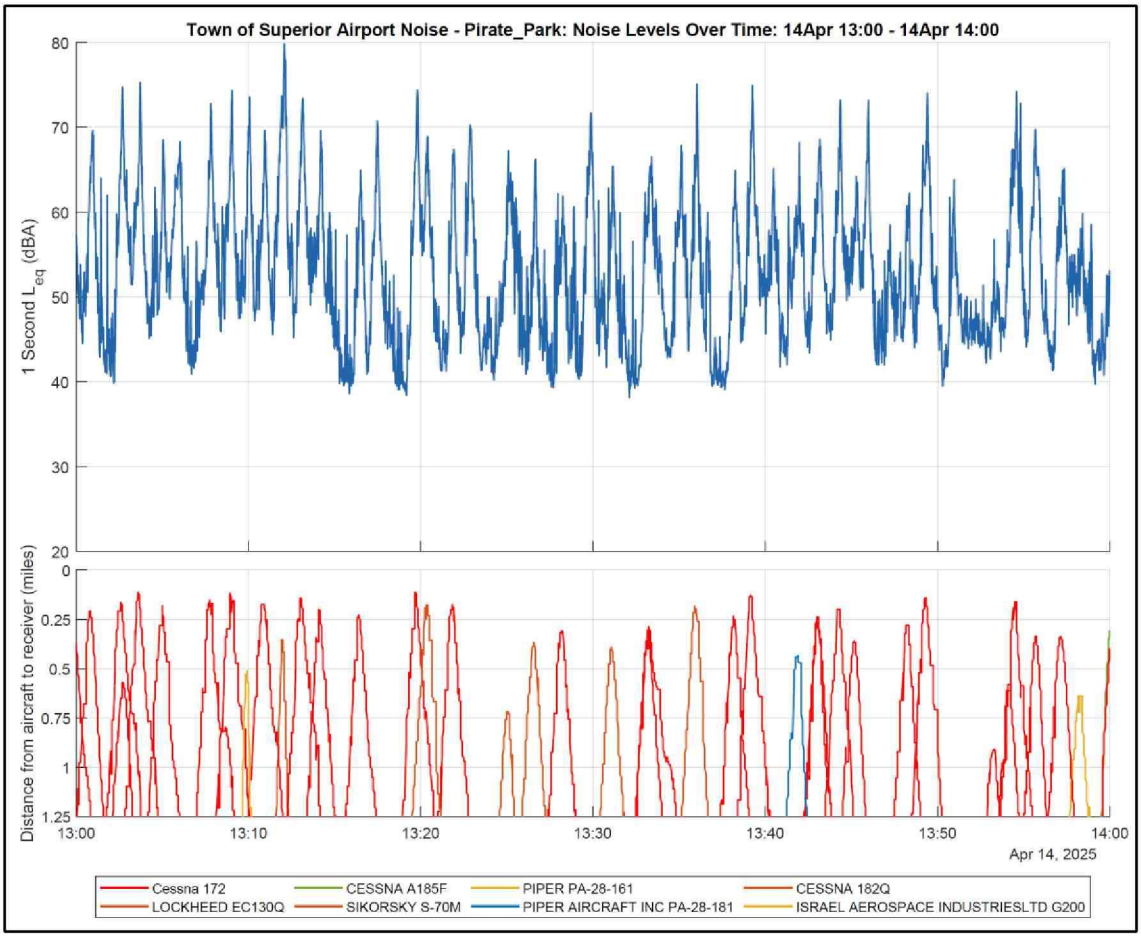


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)

Detailed Results

1. Measurement Locations and Flight Paths

Noise level monitors were placed at the locations shown in Figure 1-1 and configured to continually measure noise levels. The meters were in service for the entirety of April 2025. The selection of measurement locations considered proximity of Town of Superior residences, aircraft flight paths, and availability of public land. The Water Bladder location was chosen as it is removed from busy roads and in the flight path of touch and go operations. The Community Center location was chosen as it is directly in the flight path of runway 12 L. The Pirate Park location was chosen as it is directly in the flight path of runway 12 R while still being nearby to residences.

Aircraft flight paths are limited due to Denver International Airport airspace to the east and mountains to the west. This, along with prevailing wind patterns, pushes a majority of operations over the Town of Superior, as shown in Figures 1 and 4 (above).

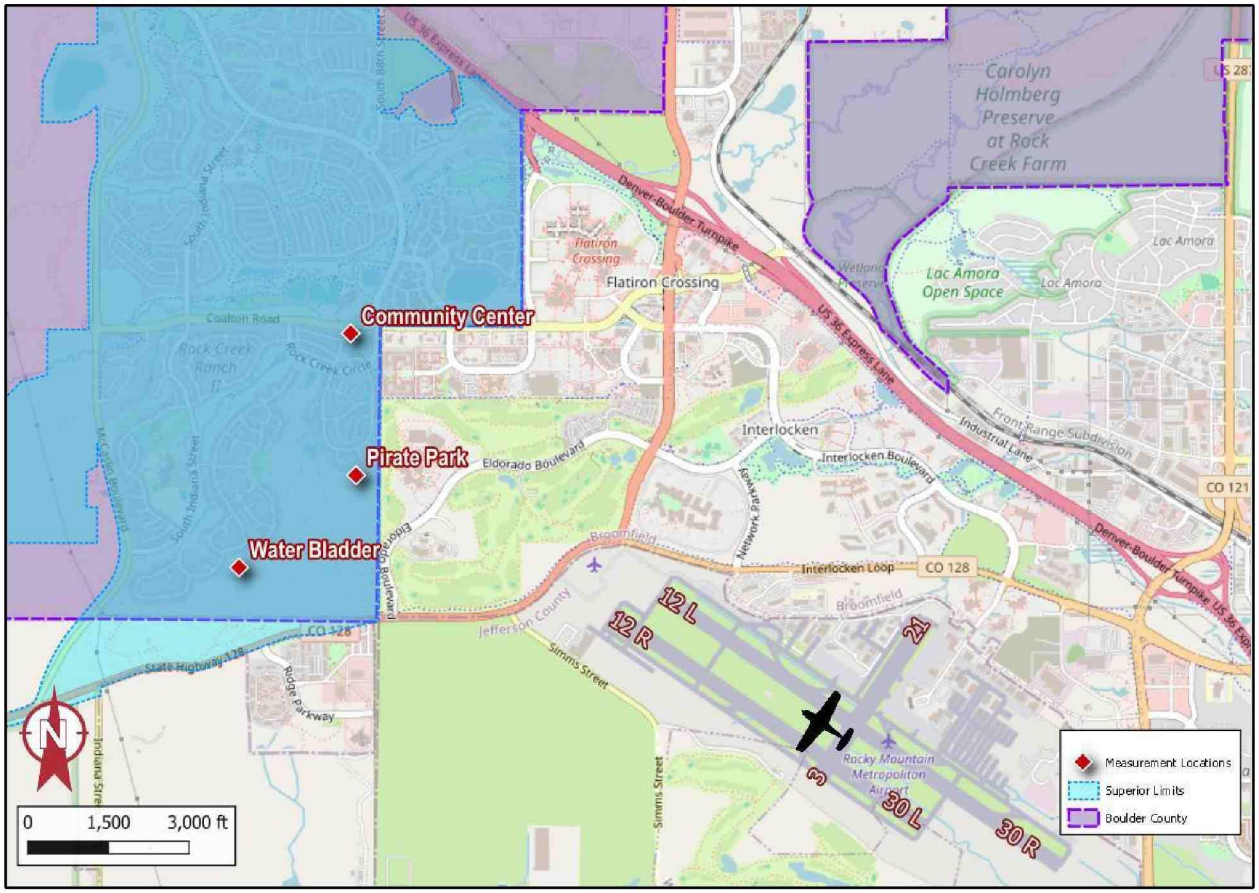


Figure 1-1. Measurement Locations and Airport

2. Noise and Aircraft Operations Measurement Procedures

Noise levels were measured in accordance with applicable acoustical standards as well as the author's experience in this specialized field. The following sections describe the acoustical standards followed, measurement equipment specifications and settings, measurement duration, ground wind measurement equipment, and aircraft operations data integration.

2.1 Applicable Noise Measurement and Analysis Standards

The measurements were executed in accordance with the relevant aspects of the following standards:

1. Noise measurement equipment meets the Type 1 specifications of American National Standards Institute (ANSI) standard S1.4-2014 (R2024) American National Standard Specification for Sound Level Meters.
2. ANSI S1.11-2004 (R2009), Electroacoustics - Octave-band and Fractional-octave-band Filters - Part 1: Specifications.
3. ANSI S1.40-2006 (R2016), American National Standard Specifications and Verification Procedures for Sound Calibrators.
4. The measurement and analysis procedures followed the applicable portions of ANSI S12.9-2013 Part 3 (R2018) Quantities and Procedures for Description and Measurement of Environmental Sound - Part 3: Short-Term Measurements with an Observer Present.
5. ANSI S12.18-1994 (R2019) Outdoor Measurement of Sound Pressure Level.
6. ANSI S1.13-2020 American National Standard Measurement of Sound Pressure Level in Air.

2.2 Noise Measurement Equipment

Noise levels were measured using Larson Davis Model 831 sound level meters with associated preamplifiers and ½ inch free-field precision microphones. All measurement and field calibration equipment were certified by a traceable laboratory within 18 months prior to the measurements. Field calibrations were conducted on April 8, 2025 and the drift in the measured noise level was well within tolerance (Water Bladder +0.13 dB, Pirate Park +0.14 dB, and Community Center +0.23 dB). Calibration certificates and records are available upon request. The microphones were mounted on steel poles and positioned five feet above the ground (per ANSI S12.9). The microphones were covered with hydrophobically treated 7-inch diameter, 80-pores-per-inch density windscreens (ACO Pacific Model WS7-80T). Audio from each sound level meter was recorded using Tascam DR-05X digital recorders. The sound level meters were configured to continuously measure and record 1-second and 1-hour averages of the following metrics: overall L_{eq}, L_{10}, L_{50}, and L_{90}, as well as one-third octave band L_{eq} levels (6.3 Hz to 20 kHz).

2.3 Aircraft Position Measurement Equipment

Aircraft position data is being collected in the area with an Automatic Dependent Surveillance-Broadcast (ADS-B) monitoring system that receives real-time data from each aircraft in the area, including location, speed, and a unique identifier (hex code). Aircraft position data is being logged on 1-second intervals and is combined with the Federal Aviation Administration (FAA) aircraft registration database to get additional information for each aircraft, including make/model, engine type, and owner. Aircraft from flight schools were identified based on the owner and listed registration numbers from the flight school websites. Altitude data from the aircraft is based on barometric pressure on the aircraft and is not corrected for barometric pressure on the ground. During data processing, the altitude data is corrected based on barometric pressure from the airport. Aircraft above 11,000 feet are filtered out of the database to eliminate from the analysis aircraft that are merely passing overhead and not using Rocky Mountain Metropolitan Airport.

2.4 Meteorological Data

Wind speeds and direction are being measured continuously at each monitoring site using Vaisala WXT530 series sonic anemometers, mounted on steel poles approximately 6.5 feet above the ground (per ANSI S12.18) and placed within approximately 10 feet of the microphones. Barometric pressure data was obtained from the airport's weather station.

2.5 Resulting Measurement Database

This report presents the results of measurements conducted throughout the month of April 2025. A total of 720 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database and time synchronized through the cellular network.

Figure 2-1 shows noise levels versus time (top graph) and distance to the nearest aircraft over time (bottom graph) for an example one-hour period at Pirate Park. This example shows one Cessna 172 (shown in red) performing touch and go operations, which involves landing and immediately taking off again, and results in the airplane passing over the microphone every few minutes. Another aircraft (shown in yellow) starts doing touch and go operations halfway through the hour. The aircraft shown in blue passes over the microphone just once, doing a traditional takeoff or landing. Note the ambient sound level, the level occurring with no aircraft present, is approximately 38 dBA during this example hour. With aircraft present levels are as high as 74 dBA, which is a 36 dBA increase over the ambient sound level.

Figure 2-2 shows the measured noise levels and aircraft operations for a representative hour with frequent aircraft operations. During this hour the ambient sound level for this day of 37 dBA is rarely reached because there was very little time when aircraft noise was not audible.

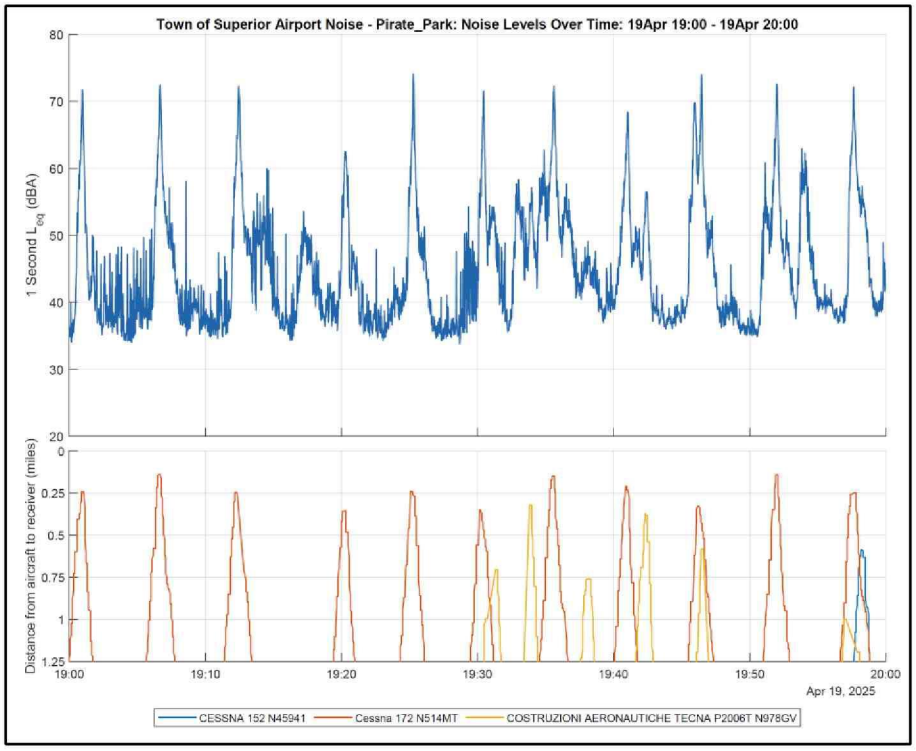


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

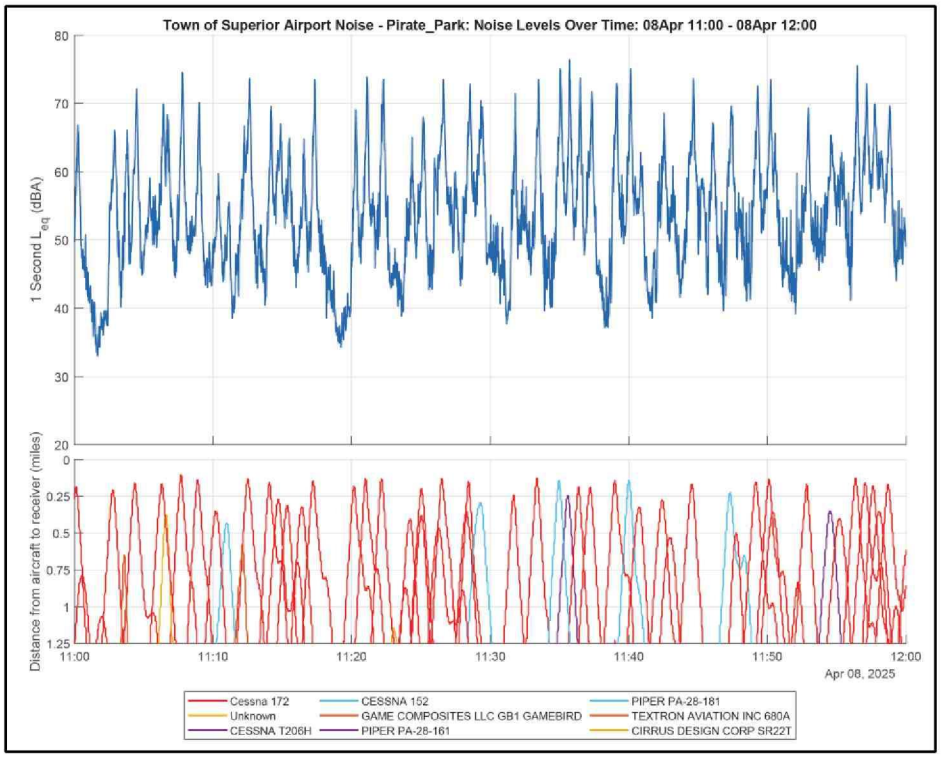


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

3. Data Analysis Procedures

The measured noise level and aircraft operations data were analyzed as follows.

3.1 Duration of Analysis Intervals

The measured data was recorded and analyzed in 1-second intervals. This interval was chosen because it provides sufficient resolution to capture changes in noise levels against aircraft proximity over time and follows the FAA's procedures. Results are summarized and presented herein in terms of daily averages of noise levels when aircraft are present versus ambient noise levels in the area (noise generated by non-aircraft sources, such as distant roadway traffic).

3.2 Aircraft Types and Operations

Each 1-second ADS-B sample was classified into one of five operational types: (1) on-the-ground, (2) flyover, (3) touch and go (T&G), (4) takeoff, and (5) landing. The number of operations per day for each operational type is shown in Table 3-1. Samples classified as on-the-ground were excluded from further analysis as planes would not be audible during these times, and samples for aircraft above 11,000 feet or classified as flyovers were excluded from further analysis as these operations were not generated by this airport.

Each aircraft detected in the month is analyzed separately. Each 1-second sample in which the individual aircraft's signal was detected is arranged into a table in chronological order. Each sample is labeled as on the ground (known from the positional information) or airborne. Airborne samples are then grouped into events, which include takeoff, landing, touch and go operation, and flyover. Starting with the first 1-second sample in time where the aircraft was detected as being airborne, the following logic is applied. This is also shown in the table below.

- If the previous sample was on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as touch and go.
- If the previous sample was on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as takeoff.
- If the previous sample was not on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as landing.
- If the previous sample was not on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as a flyover and is disregarded from further analysis.

	Is on the ground within the next 20 minutes	**Is not on the ground within the next 20 minutes**
Previous sample was on the ground	Touch and Go	Take-off
Previous sample was not on the ground	Landing	Flyover

Additionally, T&G operations were further classified as initial (the initial take off) or subsequent (subsequent touch and go landings and takeoffs) depending on whether the previous operation of the aircraft was classified as a T&G operation. As described in more detail below, this was done to allow for the estimation of noise levels for a scenario where T&G operations occurred at another distant airfield.

Each ADS-B sample was also classified by aircraft engine type, as shown in Table 3-2. Aircraft engine type is identified from the aircraft registration "N Number" broadcast by the aircraft, and the FAA aircraft registration database, which provides details about each registered aircraft. Flight schools are identified based on the aircraft registered owner, a list of planes and N Numbers on each flight school's website, and observations of aircraft at the airport. Most aircraft are identified as piston engine (reciprocating or 4-cycle) and a majority of them are registered to flight schools.

3.3 Ambient Sound Levels

For the purposes of this analysis, the ambient daytime noise levels for each day are defined as the L_{90} dBA noise level measured during daytime hours. This is calculated by ordering all 1-second L_{eq} dBA noise level samples measured between 7:00 AM and 10:00 PM and determining the 90th percentile, which is the noise level exceeded 90 percent of the time. Noise level contributions from aircraft operations are effectively removed with the L_{90} metric.

3.4 Aircraft Noise Levels

Aircraft noise levels represent the 1-second measurement samples when any aircraft operations were audible. Noise levels are plotted against the concurrently measured distance from each aircraft to quantify the relationship between these two variables. The data indicates that at distances of 1 to 1.25 miles, aircraft begin to have an effect on noise levels and, at distances of 1 mile or less from the measurement location, aircraft have a significant influence on measured noise levels. For the purposes of this analysis operations were considered audible if the aircraft came within 1.25 miles of a measurement site at any time during the operation.

3.5 Aircraft Noise Levels without T&G Operations

Aircraft noise levels without T&G operations represent the average of all 1-second samples taken when aircraft operations were audible, but with noise level during all times when an aircraft operation was classified as a subsequent T&G set to the ambient sound level for that day. This simulates what the average noise level would have been if T&G operations took place elsewhere, i.e., a distant airfield. Initial T&G operations were not removed from the analysis because an aircraft would need to take off and land at the airport even if T&G operations were located elsewhere. This initial T&G operation represents the takeoff and landing.

Table 3-1. Aircraft Operations by Type[3]

Day	Operation Type			Total Operations	Percentage T&G	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Apr-25	135	68	69	272	50%	76
2-Apr-25	72	83	85	240	30%	91
3-Apr-25	81	77	70	228	36%	94
4-Apr-25	23	30	27	80	29%	38
5-Apr-25	65	121	112	298	22%	86
6-Apr-25	256	213	220	689	37%	144
7-Apr-25	190	277	279	746	25%	152
8-Apr-25	276	239	248	763	36%	154
9-Apr-25	112	122	119	353	32%	127
10-Apr-25	260	295	293	848	31%	173
11-Apr-25	332	266	261	859	39%	171
12-Apr-25	237	174	169	580	41%	130
13-Apr-25	165	116	130	411	40%	118
14-Apr-25	145	168	164	477	30%	135
15-Apr-25	387	295	289	971	40%	166
16-Apr-25	215	203	207	625	34%	162
17-Apr-25	134	156	153	443	30%	133
18-Apr-25	0	15	18	33	0%	22
19-Apr-25	157	72	70	299	53%	70
20-Apr-25	113	110	111	334	34%	91
21-Apr-25	190	166	176	532	36%	142
22-Apr-25	343	229	227	799	43%	152
23-Apr-25	355	228	231	814	44%	159
24-Apr-25	149	106	106	361	41%	121
25-Apr-25	4	59	60	123	3%	63
26-Apr-25	145	119	123	387	37%	100
27-Apr-25	130	120	117	367	35%	107
28-Apr-25	90	132	134	356	25%	112
29-Apr-25	210	199	210	619	34%	155
30-Apr-25	211	180	187	578	37%	157
Month Total	5,182	4,638	4,665	14,485	36%	-

[3] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

Table 3-2. Aircraft Operations by Aircraft Engine Type[4]

	Engine Type					
Day	Piston	Turboprop	Turboshaft	Turbojet	Turbofan	Unknown
1-Apr-25	223	12	5	2	27	3
2-Apr-25	176	16	5	0	42	1
3-Apr-25	175	11	2	0	33	7
4-Apr-25	28	7	4	2	39	0
5-Apr-25	267	9	4	0	18	0
6-Apr-25	631	13	1	0	43	1
7-Apr-25	678	17	6	0	35	10
8-Apr-25	692	15	8	0	42	6
9-Apr-25	283	18	9	0	40	3
10-Apr-25	759	31	14	0	33	11
11-Apr-25	769	26	11	0	45	8
12-Apr-25	532	19	3	0	24	2
13-Apr-25	355	8	1	0	45	2
14-Apr-25	413	14	10	0	35	5
15-Apr-25	886	22	12	0	39	12
16-Apr-25	552	19	10	0	37	7
17-Apr-25	361	21	9	0	48	4
18-Apr-25	1	6	0	0	25	1
19-Apr-25	267	4	2	2	18	6
20-Apr-25	297	5	0	0	27	5
21-Apr-25	458	19	6	0	41	8
22-Apr-25	731	28	9	0	30	1
23-Apr-25	745	16	6	0	35	12
24-Apr-25	299	15	4	0	37	6
25-Apr-25	73	8	0	0	36	6
26-Apr-25	353	9	5	0	19	1
27-Apr-25	317	15	4	0	28	3
28-Apr-25	284	25	8	0	38	1
29-Apr-25	527	36	6	0	37	13
30-Apr-25	492	28	14	0	39	5
Month Total	12,624	492	178	6	1,035	150

[4] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

4. Noise Measurement and Analysis Results

Tables 4-1 through 4-3 provide a summary of the noise levels and aircraft operations measured during each day of April 2025 at each of the three measurement locations. The tables provide the following information:

- The daily measured ambient (background) sound level (L_{90}).
- The number of audible aircraft operations each day. For the purposes of this analysis operations were considered audible if aircraft came within 1.25 miles of a measurement site, based on an analysis of measured noise level and aircraft distance data. This will exclude any takeoffs and landings from and to runways 30 L and 30 R.
- The average measured noise level with aircraft from the airport present (within 1.25 miles).
- The number of decibels that aircraft noise is above the daily ambient sound level.
- The number of minutes each day that aircraft were present, and the noise level they generated that exceeded the ambient sound level by at least 5, 10, and 20 dBA, respectively.
- This information is then repeated with T&G operations excluded from the analysis.

Table 4-1. Summary of Measured Noise Levels[5] and Aircraft Operations[6] – Water Bladder

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Apr-25	37	192	57	20	174	141	30	86	47	10	40	25	3
2-Apr-25	38	104	55	17	68	45	7	56	49	11	26	15	1
3-Apr-25	35	157	56	22	140	114	34	93	49	14	48	32	7
4-Apr-25	36	42	58	22	27	19	7	24	50	14	8	4	1
5-Apr-25	31	160	58	27	137	123	59	114	52	21	73	63	20
6-Apr-25	34	441	55	21	339	256	71	244	48	14	125	83	16
7-Apr-25	36	460	54	18	292	185	38	328	49	13	147	83	13
8-Apr-25	38	458	56	19	350	245	49	250	50	12	133	80	10
9-Apr-25	38	169	55	17	126	87	13	111	51	13	64	39	5
10-Apr-25	36	535	55	19	297	211	51	368	49	14	149	95	15
11-Apr-25	36	574	52	17	297	175	30	345	45	10	118	61	7
12-Apr-25	32	410	53	20	300	217	54	233	47	15	129	92	16
13-Apr-25	37	279	52	15	179	84	9	166	49	12	80	34	4
14-Apr-25	37	256	58	21	193	138	37	159	54	17	99	65	13
15-Apr-25	38	577	57	19	399	293	59	306	52	14	148	102	16
16-Apr-25	39	349	55	16	270	180	25	195	49	10	77	47	5
17-Apr-25	39	258	56	18	150	97	14	171	50	11	61	33	3
18-Apr-25	35	11	47	12	2	1	0	11	47	12	2	1	0
19-Apr-25	34	201	57	24	200	172	67	74	48	15	42	32	9
20-Apr-25	37	180	57	21	149	111	30	102	51	14	48	32	8
21-Apr-25	39	313	55	17	225	157	23	168	48	9	61	37	4
22-Apr-25	37	486	54	17	359	231	38	247	49	11	96	56	10
23-Apr-25	39	524	58	19	409	308	59	254	50	11	105	68	9
24-Apr-25	39	229	59	19	170	123	28	111	52	13	40	25	4
25-Apr-25	36	34	47	12	8	3	0	34	47	12	8	3	0
26-Apr-25	38	219	57	18	191	136	25	113	50	12	64	41	4
27-Apr-25	39	242	55	16	137	70	12	150	49	10	56	24	3
28-Apr-25	-	155	-	-	-	-	-	104	-	-	-	-	-
29-Apr-25	40	391	52	12	185	92	9	247	49	9	81	37	4
30-Apr-25	37	358	54	17	251	160	26	204	49	12	104	63	9
Monthly Average	**37**	**292**	**55**	**18**	**208**	**144**	**31**	**169**	**49**	**13**	**77**	**47**	**7**
Monthly Total	**-**	**8,764**	**-**	**-**	**6,023**	**4,173**	**904**	**5,068**	**-**	**-**	**2,231**	**1,376**	**217**

[5] No usable noise data from April 28 due to equipment malfunction.

[6] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-2. Summary of Measured Noise Levels and Aircraft Operations[7] – Community Center

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Apr-25	44	200	59	15	130	63	10	93	58	14	65	33	7
2-Apr-25	43	133	54	11	56	22	2	86	53	10	40	17	2
3-Apr-25	45	164	60	15	102	55	9	100	59	14	63	35	8
4-Apr-25	46	49	61	16	24	14	3	31	61	16	15	11	3
5-Apr-25	41	177	59	18	151	103	21	131	58	17	116	81	17
6-Apr-25	42	463	57	15	272	142	23	266	57	15	181	100	20
7-Apr-25	43	474	56	13	231	97	16	342	55	12	179	77	14
8-Apr-25	43	485	58	15	299	164	28	276	57	14	197	118	25
9-Apr-25	45	202	59	14	98	50	7	138	57	12	74	38	5
10-Apr-25	44	555	59	14	251	128	22	388	58	14	195	101	20
11-Apr-25	44	583	55	12	210	83	11	354	54	11	149	61	10
12-Apr-25	43	428	56	13	178	75	11	250	55	12	124	54	9
13-Apr-25	43	280	56	13	152	51	6	167	56	12	105	40	6
14-Apr-25	42	281	59	17	193	121	24	186	59	17	144	94	21
15-Apr-25	44	616	59	15	345	202	32	344	58	15	223	140	29
16-Apr-25	43	390	58	14	228	121	16	235	56	13	117	65	12
17-Apr-25	47	265	58	11	91	37	4	179	57	10	63	27	3
18-Apr-25	43	15	63	21	7	6	2	15	63	21	7	6	2
19-Apr-25	41	219	57	17	160	95	15	89	56	15	60	41	10
20-Apr-25	40	206	57	16	129	78	14	125	55	15	71	46	9
21-Apr-25	43	342	58	15	156	87	15	196	56	12	75	43	8
22-Apr-25	44	500	57	13	194	88	12	273	55	11	94	45	8
23-Apr-25	45	550	59	14	270	149	19	282	58	12	136	79	14
24-Apr-25	46	238	60	14	112	60	9	121	59	13	68	41	8
25-Apr-25	47	53	61	14	32	14	2	53	61	14	32	14	2
26-Apr-25	44	245	59	15	161	81	11	136	58	14	103	55	9
27-Apr-25	42	252	57	15	171	78	14	159	56	14	114	55	11
28-Apr-25	44	189	57	13	104	48	6	135	57	13	83	39	5
29-Apr-25	43	405	58	15	185	79	13	260	57	14	132	61	12
30-Apr-25	45	375	59	14	179	92	15	221	58	13	126	72	13
Monthly Average	**44**	**311**	**58**	**15**	**162**	**83**	**13**	**188**	**57**	**14**	**105**	**56**	**11**
Monthly Total	**-**	**9,334**	**-**	**-**	**4,871**	**2,481**	**393**	**5,631**	**-**	**-**	**3,151**	**1,690**	**324**

[7] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-3. Summary of Measured Noise Levels and Aircraft Operations[8] – Pirate Park

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Apr-25	39	202	61	22	187	147	47	94	55	16	66	47	11
2-Apr-25	39	141	61	22	113	100	53	91	59	20	62	55	30
3-Apr-25	36	165	60	23	144	112	42	101	55	18	68	50	16
4-Apr-25	38	49	63	25	34	26	13	31	59	21	15	12	6
5-Apr-25	32	180	60	28	174	156	84	134	56	24	115	100	52
6-Apr-25	36	462	61	25	353	269	95	264	60	24	170	126	38
7-Apr-25	37	474	58	21	298	195	50	342	55	18	187	117	24
8-Apr-25	37	501	59	22	407	324	116	284	55	17	197	153	48
9-Apr-25	38	215	59	21	159	126	47	145	56	18	98	78	26
10-Apr-25	37	566	59	22	316	226	72	398	55	18	199	134	37
11-Apr-25	36	591	57	21	304	192	50	361	53	16	166	103	22
12-Apr-25	35	433	56	21	265	188	57	254	53	18	147	105	30
13-Apr-25	40	282	55	16	176	104	10	169	53	14	96	57	7
14-Apr-25	37	294	61	24	233	186	72	193	58	21	145	113	39
15-Apr-25	39	633	61	22	436	346	118	351	56	18	213	168	51
16-Apr-25	40	396	60	20	296	223	74	241	54	15	122	90	22
17-Apr-25	42	272	59	18	146	91	19	186	55	13	83	49	7
18-Apr-25	36	15	60	24	6	5	3	15	60	24	6	5	3
19-Apr-25	35	219	60	25	220	183	77	89	53	18	63	51	20
20-Apr-25	37	215	61	24	189	163	64	134	55	18	85	69	23
21-Apr-25	39	349	61	22	240	195	66	203	55	16	91	73	23
22-Apr-25	38	533	58	20	334	227	55	280	53	14	123	83	19
23-Apr-25	40	560	62	22	405	306	106	289	56	16	148	109	28
24-Apr-25	41	240	62	21	176	127	43	122	56	15	65	46	12
25-Apr-25	38	56	58	20	28	19	5	56	58	20	28	19	5
26-Apr-25	38	252	60	22	221	162	48	140	55	16	105	75	19
27-Apr-25	40	251	57	17	165	110	20	158	53	13	93	60	8
28-Apr-25	41	203	59	18	155	125	28	143	57	16	105	85	20
29-Apr-25	40	408	57	17	201	115	31	260	54	14	112	63	15
30-Apr-25	39	389	58	20	248	175	53	233	54	16	133	93	23
Monthly Average	**38**	**318**	**60**	**21**	**221**	**164**	**54**	**192**	**55**	**17**	**110**	**80**	**23**
Monthly Total	-	**9,546**	-	-	**6,633**	**4,923**	**1,619**	**5,761**	-	-	**3,308**	**2,386**	**681**

[8] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

ITEM NO. 5k

INFORMATION FOR MEETING
OF THE SUPERIOR LIQUOR LICENSING AUTHORITY

AGENDA ITEM NAME: **Consideration for Approval of Alcohol in Public Places Permit, for Leah Longo**

MEETING DATE: **May 27, 2025**

PRESENTED BY: **Shannon Dujardin, Town Clerk**

PRESENTED FOR: **Action**

BACKGROUND:
The Town has received a permit application to allow alcoholic beverages on public property. The applicant submitting an alcohol permit application is Leah Longo, for the Baby Shower on June 21, 2025 from 12:00 p.m. to 5:00 p.m. at Wildflower Park.

In May, 2007 the Board approved an ordinance allowing for the consumption of alcoholic beverages in certain public places with a permit. Section 10-8-40 of the Municipal Code reads as follows:

Sec. 10-8-40. Permit for possession and consumption of alcoholic beverages in public places.

(a) Upon approval by the Liquor Licensing Authority, the Town Clerk may issue a permit for the possession of open containers of and the consumption of fermented malt beverages, malt, vinous or spirituous liquors in the following public places within the Town:

- Asti Park
- Community Park
- Purple Park
- Founders Park
- Grasso Park
- Superior Commons (Downtown Superior Parks and Plaza)
- Wildflower Park

(b) Prior to issuance of a permit, the applicant shall demonstrate to the satisfaction of the Liquor Licensing Authority that:

(1) The application is filed at least thirty (40) days prior to the date of the event;
(2) The applicant is twenty-one (21) years of age or older;
(3) The alcoholic beverages will remain in the general area of the event;
(4) The alcoholic beverages will not be provided to or served to members of the general public or any persons who are not invitees of the event;
(5) The time, location and duration of the event will not interfere with public services;
(6) The number and concentration of participants at the event are not likely to result in crowds exceeding limitations in the Town's fire code, or other significant inconvenience to the residents of the surrounding neighborhoods;
(7) Underage persons and persons under the influence of alcohol will not obtain alcoholic beverages served at the event, and the precautions proposed are likely to secure and supervise the area and the participants during the event;
(8) The applicant agrees to be personally responsible for cleaning, trash disposal and any necessary repairs;
(9) The applicant agrees to indemnify and hold harmless the Town, its employees and agents for all liability claims arising out of the event;
(10) The applicant has an insurance policy currently in effect with coverage of not less than the maximum limits established by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as amended, and the Town is named as an additional insured;
(11) The event is a wedding, corporate or club picnic, or similar special occasion of a social, fraternal, patriotic, political or athletic nature; and
(12) No alcoholic beverages will be sold.

(c) No permit shall be issued to any person who is not of good moral character as that term is used in C.R.S. § 12-47-307.

(d) No applicant shall be eligible to receive more than four (4) permits under this Section in any twelve (12) month period.

(e) The Liquor Licensing Authority may place reasonable conditions on any permit issued under this Section, including, but not limited to, location restrictions, time restrictions and requirements for the provision of private security at the applicant's expense.

(f) The Liquor Licensing Authority may deny the application on the following grounds:

(1) That approval would be detrimental to the public safety, health, morals, order or welfare by reason of the nature of the event, the likelihood that the event would create a public nuisance or result in the consumption of alcoholic beverages by minors, or the failure of the applicant to

conduct a past event in compliance with applicable laws and regulations;
(2) That another event has previously been scheduled for that location on the same day;
(3) That the event would unreasonably interfere with normal activities and customary and general use and enjoyment of the location; or
(4) That the applicant has failed to satisfy any of the requirements of subsection (a) hereof.

The applicant has provided assurances that all of these provisions are met.

RECOMMENDED ACTION:
Approve the Alcohol in Public Places Permit for Leah Longo at Wildflower Park on June 21, 2025.

ATTACHMENTS

- Permit application

PERMIT APPLICATION

For Alcohol in Public Places

NAME OF APPLICANT, PHONE NUMBER and EMAIL ADDRESS				DATE SUBMITTED
Leah Longo, [redacted], [redacted]				5/7/2025
ADDRESS	DRIVER'S LICENSE NO.	ISSUE STATE	EXP. DATE	DATE OF BIRTH
[redacted]	[redacted]	Colorado	[redacted]	[redacted]
TOWN	STATE	ZIP	PUBLIC LOCATION BEING USED (Check One):	
Superior	CO	80027	[ ] Community Park [ ] Purple Park [ ] Superior Comm Cntr. [ ] Founders Park [ ] Asti Park [X] Wildflower Park [ ] Grasso Park [ ] Downtown Superior Parks and Plaza	
TYPE OF ACTIVITY/EVENT			ORGANIZATION NAME	
Baby shower			N/A	
DATE OF EVENT	NUMBER OF PEOPLE ATTENDING		RANGE OF GUEST AGES	
6/21/2025	60		2 - 90	
TIME ALCOHOL WILL BE SERVED AND CONSUMED	CHECK ALL TYPES OF ALCOHOL TO BE SERVED		TYPE OF ENTERTAINMENT PROVIDED	
12 - 5 pm	[X] BEER [X] WINE [ ] HARD ALC.		Yard Games	
PREVIOUS ALCOHOL POSSESSION AND CONSUMPTION IN PUBLIC LOCATION PERMITS AND DATES				
N/A				

PLEASE NOTE: APPLICANT MUST BE PRESENT AT BOARD MEETING
CHECK WITH TOWN CLERK FOR DETAILS

Please complete the following questions as thoroughly as possible. Attach additional sheets as needed.

1. Please attach a diagram showing the area where alcoholic beverages will be served and consumed. **The drawing does not have to be to scale, but should show control such as boundaries, ropes, walls, etc. This drawing should be as detailed as possible. See attached sample.** Alcohol must remain in the general area of the event as defined in the permit. How do you plan to accomplish this? Signage where alcohol will be served at West Pavilion. Designated supervisors reminding guests of rules.
2. How do you plan to secure the area and inform guests that alcoholic beverages must be kept in the designated area? Alcohol will be served in a single location. Signage of where alcohol is allowed will be posted there. Designated supervisors will be watching guests + instructing.
3. How will you supervise the participants during the event? Myself and designated supervisors.
4. If minors will be attending, how will you make sure they do not possess or consume any alcoholic beverages? All minors will be accompanied by their parents. Designated supervisors will also be watching to ensure no underage drinking.
5. How will you control service of alcoholic beverages to members of the public or other persons who are not invitees? Signage posted where alcohol is served. Designated supervisors watching service location.
6. How will you ensure that visibly intoxicated persons are not served alcohol? Myself and Designated supervisors.
7. List names and ages of all individuals who will help supervise the event (attach a separate sheet if necessary):
   Name: Austin Longo Age: [redacted] Name: Callie Jones Age: [redacted]

INSURANCE REQUIREMENTS

The applicant must have an insurance policy currently in effect with liquor liability coverage of not less than the maximum limit established by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as amended, and the Town must be named as an additional named insured.
SEE ATTACHED SAMPLE OF CERTIFICATE OF INSURANCE

Please read the following carefully, and sign and date the application:

I hereby affirm that I am 21 years of age or older and the information I have provided herein is true and complete to the best of my knowledge. I am applying for a permit to possess and consume alcohol on public property as indicated on this application. I will be present for the duration of the function and understand and agree to the following:

1. I will be responsible for controlling the consumption of alcohol in compliance with Town and State regulations.
2. I will check IDs of anyone whose age is not known and will not allow minors to possess or consume alcoholic beverages.
3. I agree to be personally responsible for cleaning, trash disposal, or repairs necessary as a result of the event for which the permit was granted.
4. I hereby agree to indemnify and hold harmless the Town, its employees and agents for all liability claims arising out of the event.
5. I understand that no permit will be issued to any person who is not of good moral character as that term is used in C.R.S. § 12-47-307, and my moral character may be investigated by the Town of Superior for the purpose of processing this permit application.

Signature: _____ (applicant) Date: 5/6/2025

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of May, 2025, by Leah Kathleen Longo as applicant
(applicant's name) (named insured)

My commission expires: 09/04/2028

(SEAL)

ROSHAN SHAH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244033216
MY COMMISSION EXPIRES 09/04/2028

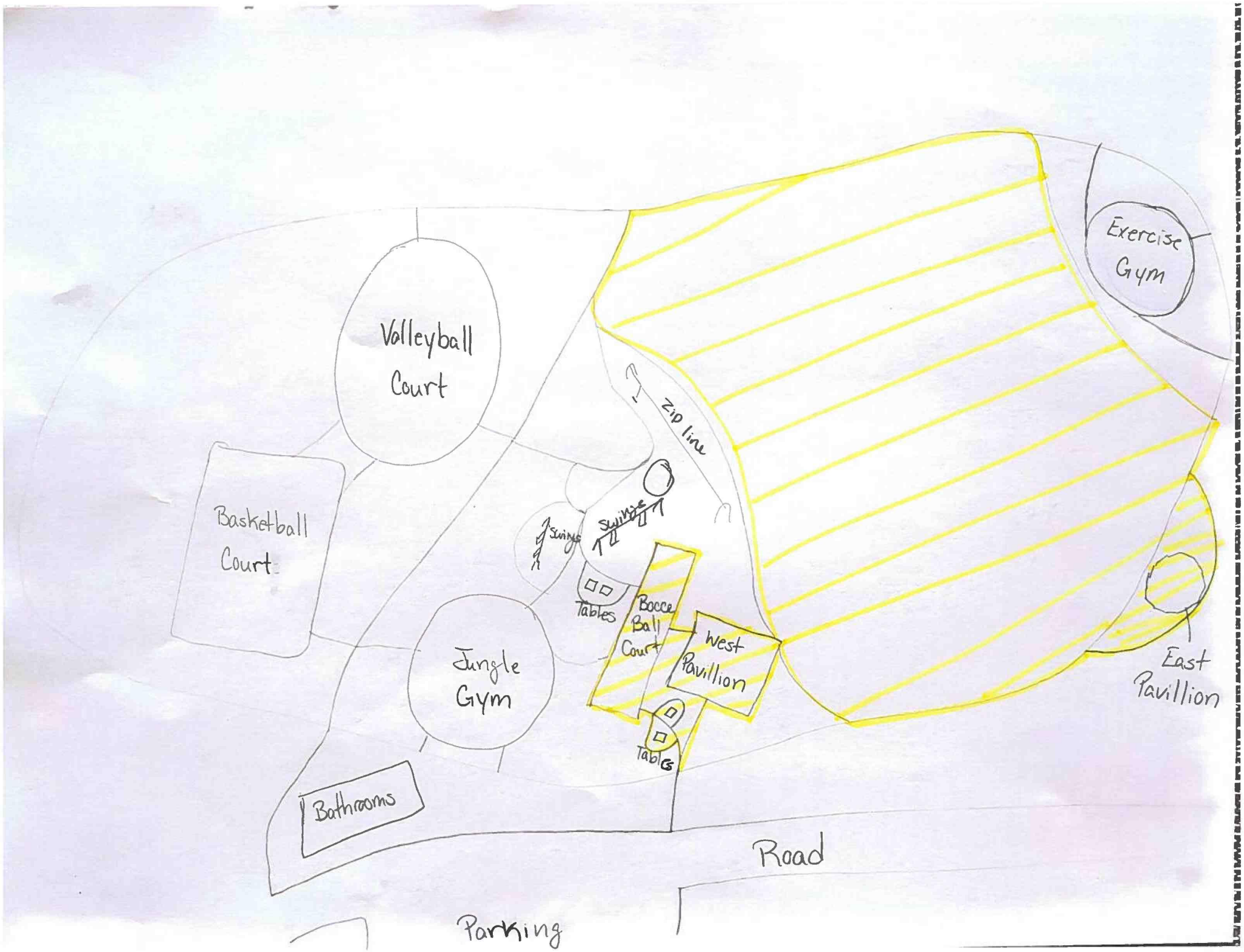
_____
Notary Public

Approved by the Board of Trustees on _____

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk


Volleyball Court
Basketball Court
Jungle Gym
Bathrooms
Zip line
Swings
Slide
Tables
Bocce Ball Court
West Pavillion
Tables
Exercise Gym
East Pavillion
Road
Parking

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Professional Financial Specialist, Inc.** **385 BROADWAY ST** **BOULDER, CO 80305-3344**	CONTACT NAME: PHONE (A/C, No, Ext): 303-444-1234 FAX (A/C, No): E-MAIL ADDRESS: [redacted]
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: **Austino Longo** [redacted] **Superior, CO 80027**	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X HOST LIQUOR LIABILITY INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	X		PAC [redacted]	06/21/2025 12:00 AM	06/22/2025 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	Professional Liability	X		PAC [redacted]	06/21/2025 12:00 AM	06/22/2025 12:01 AM	EACH OCCURRENCE AGGREGATE LIMIT	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event Type: Baby Shower. Certificate Holder is named as additional insured with respect to the operations of the Named Insured.
The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

Town of Superior, Widflower Park
124 E Coal Creek Dr
Superior, CO 80027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Professional Financial Specialist, Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: [redacted]
Insured: Austino Longo

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Superior, Widflower Park 124 E Coal Creek Dr Superior, CO 80027
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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ITEM NO. 6

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM:	**Rezoning of Lots 1-6, Block Q in Original Town from Light Industry to Medium Density Residential**
MEETING DATE:	**May 27, 2025**
PRESENTED BY:	**Matt Magley, Town Manager** **Renae Stavros, Planning & Building Director** **Geoffrey Weathers, Town Planner I**
PRESENTED FOR:	**First Reading**

Item:	Rezone Lots 1-6, Block Q of Original Town - Case No. RZN -2025-01
Applicant:	Dorothy Kupfner Family Trust – Elizabeth & Rick Kupfner
Representatives:	Elizabeth Kupfner
Existing Zoning:	Light Industry (I-L)
Proposed Zoning:	Medium Density Residential (R-M)
Location:	Lots 1-6, Block Q are located between 4th and 5th Avenue in Original Town along Coal Creek Drive
Request:	Approval of Resolution recommending approval to the Town Council to rezone Lots 1-6, Block Q in Original Town from Light Industry to Medium Density Residential

VICINITY MAP:



APPLICATION SUMMARY:
This application proposes to rezone Lots 1-6, Block Q in Superior's Original Town from Light Industry (I-L) to Medium Density Residential (R-M). The Superior Municipal Code, Section 16-6-40 stipulates that the R-M district is "intended to accommodate single-family detached, two-family and multi-family dwelling units."

BACKGROUND:
Lots 1-6 of Block Q in Original Town are located between 4th and 5th Avenue south of Founders Park fronting Coal Creek Drive. The contiguous lots constitute the entire northern half of Block Q between Coal Creek Drive and the alley to the south. The immediately adjacent land uses are residential, public park, and private open space. The Marketplace commercial shopping center is located one block north of the property.

The subject lots are currently zoned Light Industry (I-L), a zoning designation intended to accommodate comparatively less-intensive enterprises engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning or assembling of goods, merchandise or equipment. Permitted uses for this zone district include automobile service stations and washing facilities, bottling plants, industrial equipment sales and leasing, nurseries, storage facilities, and contractor supply yards.

Zoning on immediately adjacent lots includes, Planned Developments (PD) to the west and north, Low Density Residential to the East, and Medium Density Residential to the South (see Figure 1). In general, the Coal Creek Crossing PD to the west and R-L zone district to the east permit single-unit homes, while the Superior Marketplace PD to the north permits retail and office commercial uses, daycares, meeting spaces, government centers, as well as parks, recreational, and open space facilities. The R-M zone district, which spans the remainder of Block Q and Block R to the south of the subject property, permits single-unit as well as two- and multi-unit dwellings, up to six units per lot. Currently, both the R-L and R-M zones allow accessory dwelling units (ADU), up to 1 ADU per single-unit dwelling or

duplex. Original Town also includes one other R-M zone district on the south side of Coal Creek comprising Blocks L, O, and M as well as a Community Business District (B-C) and an Open Space and Recreation District (OS-R).

The following table shows several key development standards of the zoning on and adjacent to the lots in question:

	I-L	R-L	R-M	Coal Creek Crossing
Minimum Lot Area	10,000 sf	7,000 sf	6,000 sf	7,200 sf
Max Height	60' (3-stories)	32' (2-stories)	32' (2-stories)	32' (2-stories)
Max Lot Coverage	N/A	40%	40%	45%
Front Setback	20'	15' home 20' garage	15' home 20' garage	13' home 20' garage
Side Setback	10'	5' interior 8' street/alley	5' single-unit 10' multi-unit 8' street/alley	5' interior 10' street/alley
Rear Setback	10'	20' principal 8' accessory	20' principal 8' accessory	10'
Minimum Parking	1 space per 500' or .75 per employee	≤ 1 BR – 1.5 2 BR – 2 3 BR – 3 4 BR – 3.5	≤ 1 BR – 1.5 2 BR – 2 3 BR – 3 4 BR – 3.5	4-5 spaces

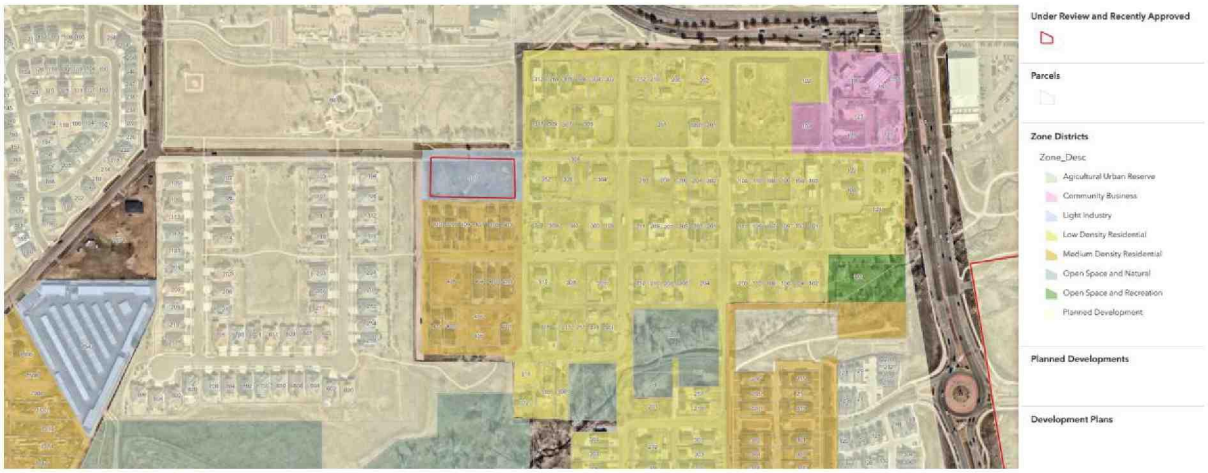

Figure 1: Zoning Map

The subject lots each have an area of roughly 7,000 sf (50' x 140') as originally platted in 1904. The lots have been vacant since the Marshall Fire in December of 2021 (see Figure 2). Prior to the fire, the uses on the lots included an in-active historic school building, a single-unit residence, a mobile home, and an industrial storage site (see Figure 3).



Figure 2: Current condition of subject lots



Figure 3: Condition of subject lots prior to the Marshall Fire

STAFF ANALYSIS:

Section 16-7-30 (b) defines the criteria for rezoning: "The Town shall consider whether the proposed rezoning furthers the goals and policies of the Comprehensive Plan, and any other appropriate approved plans. In particular, the Town shall consider whether the adoption of the proposed amendment or rezoning would necessitate a Comprehensive Plan amendment."

Staff finds that the application satisfies the Municipal Code criteria insofar as the rezoning of the subject lots furthers several goals and policies found in the 2012 Comprehensive Plan and 2025 Housing Strategies, including:

From the 2012 Comprehensive Plan

Goal 4.1: Provide a Balanced Mix of Land Uses

Ensure a balanced mix of land uses that maintains and enhances Superior's identity as a diversified community— offering *a variety of housing* and employment *options*, commercial services, and civic facilities *to meet the needs of existing and future residents*, and business and property owners.

Policy 4.2.a: Varied Housing Options
Provide for a *mix of attached and detached residential housing types at varied densities and price ranges to accommodate residents of all ages*. Ensure densities are *compatible with established adjacent land uses, transportation networks, and recreational opportunities*.

Goal 4.5 Maintain the Character of Original Town
Maintain and strengthen Original Superior to preserve the neighborhood character by *promoting human scale and pedestrian-oriented development within the larger community*.

Policy 4.5a: Protect Existing Residential Uses
Protect Original Superior from conflicting or changing land uses. However, *do not preclude rezoning proposals that propose to integrate new land uses into the area in a manner that protects the remaining existing residential use*. Such techniques include, but are not limited to, drawing redevelopment lines at alleys and not between face blocks. New developments in the vicinity shall:

- *Acknowledge and use traditional setbacks, building orientation, building mass*, and roof form; and
- Avoid pass-through or out of neighborhood traffic through Original Superior.

Policy 4.5.e: Face Blocks
Encourage rezoning proposals to *locate as many lots as possible on a face block*. A face block is that portion of a town block between the alley or rear property line and the public street on which residences or non-residential uses normally front.

From the 2025 Housing Strategies

Strategy 1.3: Promote the development of Missing Middle Housing.

1.3.1. Consider allowing moderate density increases in single-family zones to allow for duplexes and triplexes.

PLANNING COMISSION RECOMMENDATION:
On May 6, 2025, Planning Commission heard the subject application. Planning Staff gave a presentation on the proposal and was available to answer the Commissioners' questions. In general, public comments both prior to and during centered around reasons people thought a more appropriate zoning would be Low Density Residential (R-L) instead of Medium Density Residential (R-M). The Commissioners asked Staff and Legal Counsel to weigh in on several of these arguments. The following is a brief synopsis on the questions raised (numbered) and the responses from Staff and Legal Counsel (lettered) that have not already been addressed by this memo.

1) R-M zoning will result in more Short-Term Rentals (STRs) in Original Town.
    a. STRs are permitted and regulated by the Town in the same fashion for all Zone Districts and housing types.

b. Staff knows of no evidence to suggest that STRs have greater impact on certain Zone Districts or housing types.

2) R-M zoning would significantly increase traffic in Original Town.
   a. Impacts from development of this 6-lot block will have minimal effect on traffic in Original Town as none of the residential streets are near capacity or show signs of traffic-related delays. Any multi-family development would require a memo on traffic impacts and possibly a traffic study to confirm traffic impacts.
   b. Building homes on these lots under the R-M zoning regulations would not significantly increase average daily traffic in this area.
3) Rezoning to R-M is not permitted because the Town requires all rezoning to be Planned Development (PD).
   a. Article VII – Rezoning and Zoning Amendments explicitly permits, and details the procedure for, rezoning, without mention of any PD restriction or requirement.
   b. Section 16-7-30 (b) defines the criteria for evaluating rezoning applications as follows: "The Town shall consider whether the proposed rezoning furthers the goals and policies of the Comprehensive Plan, and any other appropriate approved plans. In particular, the Town shall consider whether the adoption of the proposed amendment or rezoning would necessitate a Comprehensive Plan amendment."
   c. Article X – Planned Developments – Sec. 16-10-20. - General requirements defines the minimum area for a PD as 2 acres, effectively prohibiting rezoning this 0.96-acre property to a PD zone district.
4) Sec. 16-20-40. - Original Superior of the Municipal Code prohibits rezoning to R-M in Original Town.
   a. Part (1) states that this section is intended to "protect existing single-family uses" in Original Town by regulating use change lines, extending the street grid pattern, respecting the existing form of buildings, and avoiding pass-through traffic. Rezoning this property to R-M is consistent with protecting existing single-unit uses and does not conflict with any of these provisions.
   b. Part (2) states that "Uses other than single-family residential adjacent to or within Original Superior may only rezone to the Residential Character Street (RCS) District or use this District's design standards as a starting point for any PD land use negotiation." This section is challenging to understand, but it is best to interpret the Code holistically, in a manner that respects its stated intent. For the following reasons, Staff believes that rezoning this property to R-M is consistent with this section of Code:
      i. Since the intent of Section 16-20-40 is to protect existing single-family uses, it would be counterintuitive to prohibit rezoning from higher intensity industrial or commercial uses to lower intensity residential uses. But, taken at face value, the text of the Code appears to prohibit an industrial use being rezoned to R-M or even R-L, suggesting instead that it must be rezoned to RCS, which allows commercial uses. Rather, Staff interprets this Part to restrict the rezoning of nonresidential uses to other nonresidential uses to RCS or PD, to protect against unmitigated up-zoning to a more intensive use.

ii. If indeed the property was forced to rezone to RCS, the stated intent of the RCS District, Sec. 16-6-40, is "to provide an alternative for nonresidential land uses to be developed in the Original Superior residential area of the Town." Permitted uses in that zone are R-L and R-M residential uses as well as commercial office uses. Under this reading, instead of serving the purpose of a requiring a strictly single-unit residential use, the Code would entail that more intensive commercial uses be permitted.

c. Part (3) contemplates conditions for rezoning single-unit detached to allow higher density residential or nonresidential uses. The Code would not need to include this provision in Part (3) if non-single-unit zoning was precluded by Part (2).

The Planning Commission voted 7-2 to approve the application.

FISCAL IMPACT SUMMARY:
There are two water and two sewer taps already paid for these properties. The following analysis is based on the assumption that these lots would develop as single-unit or duplex lots, requiring only 1 sewer and 1 water tap per lot:

One-time revenues - $200k
On-going revenues – $5,500/year

STAFF RECOMMENDATION:
If the Town Council finds the application meets the applicable criteria for approval of a Rezone of Lots 1-6, Block Q in Original Town to R-M Medium Density Residential, staff has provided an Ordinance approving the Rezone.

ATTACHMENTS:
- Ordinance
- PC Resolution
- Narrative
- Rezoning Map

TOWN OF SUPERIOR
ORDINANCE NO. O-
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING AN APPLICATION TO REZONE LOTS 1-6, BLOCK Q IN ORIGINAL TOWN FROM LIGHT INDUSTRY (I-L) TO MEDIUM DENSITY RESIDENTIAL (R-M, CASE NO. RZN-2025-01

WHEREAS, the Dorothy Kupfner Family Trust (the "Applicant") owns certain properties located in the Town, generally referred to as Lots 1-6, Block Q Superior West (the "Property");

WHEREAS, the Applicant has filed an application for approval to rezone the Property from I-L Light Industry to R-M Medium Density Residential (the "Application");

WHEREAS, the specific requirements for rezoning are set forth in Sections 16-7-10 through 16-7-40 of the Superior Municipal Code (the "Code");

WHEREAS, Section 16-10-30(c)(3) of the Code requires a public hearing before the Planning Commission and recommendation by the Planning Commission to the Town Council regarding a rezone; and

WHEREAS, on May 6, 2025, the Planning Commission held a properly-noticed public hearing on the Application.

WHEREAS, Section 16-7-30(a) of the Code also requires a public hearing by the Town Council prior to approval of a rezoning;

WHEREAS, on May 27 and June 9, 2025, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning Commission to approve the Application, hearing statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

NOW BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Town Council hereby finds and determines that the Application satisfies the criteria for rezoning set forth in Section 16-7-30 of the Code.

Section 2. The Town Council hereby approves the rezoning of Lots 1-6, Block Q in Original Town, as set forth in the Application.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 9th day of June, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

TOWN OF SUPERIOR
PLANNING COMMISSION
RESOLUTION NO. PC-2
SERIES 2025

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR RECOMMENDING APPROVAL OF AN APPLICATION TO REZONE LOTS 1-6, BLOCK Q SUPERIOR WEST, CASE NO. RZN-2025-01

WHEREAS, the Town of Superior (the "Applicant") owns certain properties located in the Town, generally referred to as Lots 1-6, Block Q Superior West (the "Property");

WHEREAS, the Applicant has filed an application for approval to rezone the Property from I-L Light Industry to R-M Medium Density Residential (the "Application");

WHEREAS, the specific requirements for rezoning are set forth in Sections 16-7-10 through 16-7-40 of the Superior Municipal Code (the "Code");

WHEREAS, Section 16-10-30(c)(3) of the Code requires a public hearing before the Planning Commission and recommendation by the Planning Commission to the Town Council regarding a rezone; and

WHEREAS, on May 6, 2025, the Planning Commission held a properly-noticed public hearing on the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Planning Commission hereby finds that the Application meets all applicable requirements of the Code.

Section 2. The Planning Commission hereby recommends that the Town Council approves the rezone of the Property and all materials included in the Application in the form submitted by the Applicant subject to the following condition: Before final documents are signed and recorded, Applicant shall make minor technical and redline corrections to plans as identified by Town staff.

Section 3. This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the matter according to the following numbers of votes:

1 "yes" votes

2 "no" votes

ADOPTED this 6th day of May, 2025.

David J.D. Harper

David Harper, Chair

ATTEST:

Shannon Dujardin, Town Clerk

Dorothy Kupfner Family Trust property re-zoning narrative

The Kupfner Family Trust property has been zoned light industrial for years. After the Marshall fire, the homes and outbuildings were destroyed. The trust has decided it is in the best interest of the neighborhood to request the re-zone to RM-multi family. The lots on the west addition of old town superior are also zoned for RM. The bordering lots 7-12 are larger homes with garages that have an ADU. There are duplexes to the south of the property on Williams, and then additional vacant multifamily zoned lots on both William and Charles. To the east most zoning is single family residential zoning.

The trust feels that the requested zoning is more inline with the neighborhood and town planning vs the current zoning that has the potential for various light industrial businesses. As currently zoned, no homes can be built, only uses for light industrial. At this point, the rezoning would be a positive impact to the adjacent properties as it will fit in better and have less traffic and aesthetically match the area.

The trust has no plans for building and has the property for sale currently. Once lots sell if rezoned, the two items a crane from the 1920s and the old dozer will be removed. The trust is currently trying to figure out the best way to scrap or find movers to move them. With winter here, that most likely will occur in the summer months.

Proposed multi family zoning is realistically mainly used for a duplex or single-family homes. Zoning allows for additional units if parking can be figured out and it stays within the building regulations on heights and setbacks etc.

SUPERIOR WEST ADDITION BLOCK Q REZONE

LOTS 1 THROUGH 6, BLOCK Q, WEST ADDITION TO THE TOWN OF SUPERIOR,
LOCATED IN THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

Property Description

LOTS 1 THROUGH 6, BLOCK Q,
WEST ADDITION TO THE TOWN OF SUPERIOR,
COUNTY OF BOULDER,
STATE OF COLORADO.

Notes

1. THIS ZONING MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY FLATIRONS, INC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THIS ZONING AMENDMENT MAP DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS ZONING AMENDMENT MAP; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
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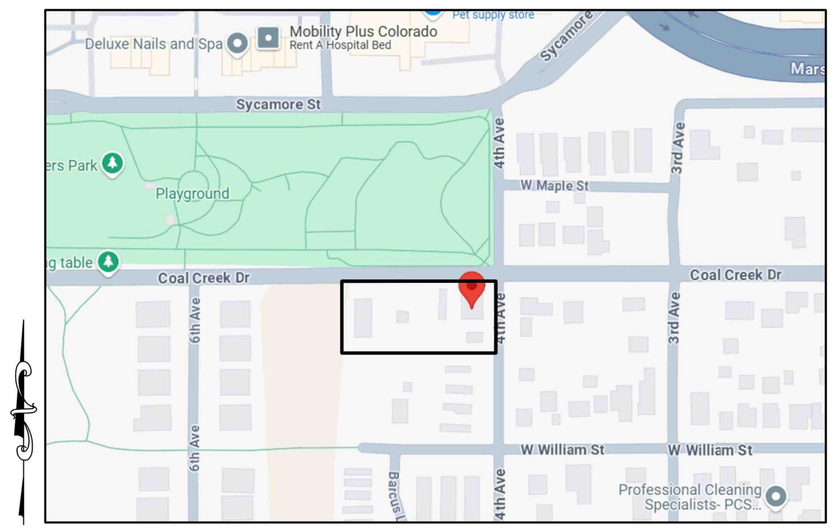

Vicinity Map
NOT TO SCALE

CURRENTLY ZONED PD (PLANNED DEVELOPMENT)
(OWNER: TOWN OF SUPERIOR)

WEST COAL CREEK DRIVE (RIGHT OF WAY VARIES)

CURRENTLY ZONED PD (PLANNED DEVELOPMENT)
TRACT E
(OWNER: COAL CREEK CROSSING HOA)

FIFTH AVENUE

60.0'

300'

140'

CURRENTLY ZONED LIGHT INDUSTRY
PROPOSED ZONING: RM: MULTI-FAMILY
AREA = 42,000 SQUARE FEET
(0.96 ACRES)

LOT 6 | LOT 5 | LOT 4 | LOT 3 | LOT 2 | LOT 1

BLOCK Q
WEST ADDITION TO THE TOWN OF SUPERIOR

5' PUBLIC SERVICE CO. EASEMENT (REC. 04005896)

20' ALLEY (PLAT)

FOURTH AVENUE

LOTS 5-6 BLK D SUPERIOR
(OWNER: McCOOL)
CURRENTLY ZONED R-L (LOW DENSITY RESIDENTIAL)

LOT 7A (OWNER: DRAKE) | LOT 8A (OWNER: ACKERMAN-GLANFIELD TRUST) | LOT 9A (CURRENTLY ZONED R-M (MEDIUM DENSITY RESIDENTIAL) OWNER: 409 WILLIAM LLC) | LOT 10 BLOCK Q (OWNER: KUPFNER) | LOT 11 BLOCK Q (OWNER: HART) | LOT 12 BLOCK Q (OWNER: LORDEN FAM TRUST)

WEST ADDITION TO SUPERIOR REPLAT A

WEST ADDITION TO THE TOWN OF SUPERIOR

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

Certificate of Ownership

I CERTIFY THAT I,RICK KUPFNER TRUSTEE AND JUDY STEELE TRUSTEE, AM AN OWNER OF THE PROPERTY AND CONSENT TO THIS PLAN.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND THIS ___ DAY OF _____, 20___.

_____ _____
OWNERS MORTGAGEES OR LIEN HOLDERS

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____, 20__, BY

_____.

MY COMMISSION
EXPIRES: _____ _____
NOTARY PUBLIC

(SEAL)

Planning Commission Certificate

RECOMMENDED APPROVAL THIS _____DAY OF _____, 20__,
BY THE TOWN OF SUPERIOR PLANNING COMMISSION, RESOLUTION NO. PC
_____\-_____SERIES 20___.

Town Council

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, STATE OF COLORADO.

WITNESS MY HAND WITH THE CORPORATE SEAL OF THE TOWN OF SUPERIOR THIS _____DAY OF _____, 20_____.

ATTEST:

_____ _____
TOWN CLERK MAYOR

Town Clerk's Certificate

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS ADOPTED BY THE BOARD OF TRUSTEES BY {RESOLUTION/ ORDINANCE} NO. _____, SERIES 20____ ON THIS_____DAY OF _____, 20_____, AND WAS FILED IN MY OFFICE ON THE _____DAY OF _____, 20_____, AT_____O'CLOCK ___M.

_____
TOWN CLERK

Surveyor's Certificate

I, JAMES Z. GOWAN, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., TO THE TOWN OF SUPERIOR, THAT THE MAP OF THE ABOVE DESCRIBED PROPERTY IS BASED ON RECORD INFORMATION, THAT SAID MAP AND THE ATTACHED PRINT HEREON ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT SAID SURVEY IS IN COMPLIANCE WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, C.R.S., AS AMENDED, AND THE TOWN OF SUPERIOR MUNICIPAL CODE.

JAMES Z. GOWAN COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

REVISION	DATE
1 TOWN COMMENTS	-11-21-2024
2	
3	
4	
5	
6	
7	
8	
9	

ZONING MAP
DOROTHY KUPFNER FAMILY TRUST

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Surveying, Engineering & Geomatics
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BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
655 FOURTH AVE.
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

COLORADO LAND SURVEYOR
29038
4/18/25
PROFESSIONAL LAND SURVEYOR
SEAL

JOB NUMBER:	24-81947
DATE:	04-08-2025
DRAWN BY:	WRB
CHECKED BY:	SGB/TLW/JZG

SHEET 1 OF 1

BY:BECKETT FILE:81947-ZONE-PLAT.DWG DATE:4/8/2025 1:48 PM

AGENDA
ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)
March 13, 2025
5:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

1. Call Meeting to Order (5:34pm)
2. Preliminary Matters
    - Roll Call
      Present: Jim Zarske, Michelle Gazarik, Miles Hoffman, James Lester, Lisa Barnes, Sarah Nick
      Absent: John Schallau, Nikki Hewett
      Staff present: Alexis Bullen
      Town Council Liaison present: Jenn Kaaoush
    - Approval of Agenda
        - Motion: Michelle
        - Second: Lisa
        - All approve
    - Public Comment (limit 5 minutes/person)
        - None
3. Updates
    - Town Council Liaison
        - NA
    - Town Staff
        - Received a Resource Central grant to remove turf and install garden in a box – about 2k square feet. South side of Founder's Park.
        - O&M building in design phase – Alexis working with them to incorporate sustainability measures. Office side easy, electrification, heat pumps, not going for the certification, but aligning to LEED standards. Likely Silver.
            1. Bay side may not be able to be fully electrified due to technology/costs.
        - New waste service update. Week of the 24th will be chaotic. There will be a waiver for people out of town for spring break, etc.
            1. Delivery Delay Form – Monday deadline
        - Touch a Truck – 100 compost caddies available. Miles to circulate on socials.
        - One potential ACES candidate, interview on April 14th.
4. Discussion Items
    - Budget Presentation
        - Alexis gave an overview of the budgeting process, including the current year's budgeted items.

- 2025 - $50k electrification grant match
    1. Could go towards pool electrification
- Level 3 charging capacity at the new O&M building
- Water budget – Resource Central programming and resident rebates
- Sustainability budget reviewed for 2025
- Considerations for 2026 – would we want to update/develop the next plan
- Discussion on incorporating a decarbonization plan within the CAP.
- Discussion on budget process for 2026.
    1. Brainstorm in April
    2. Final recommendations in May

- SuperiHER Discussion
    - March 14th event for women owned businesses
        1. Nikki and Sarah attending event and engaging businesses
        2. Idea to offer an hour of ACES time to raffle off to consult with a business.
            a. Yes, we'll offer up this as a raffle item to work with ACES. Nikki will be the point for this.
- ACES 2025 Events and Messaging
    - Saturday's Touch a Truck event – Michelle still working on the 1-pager
        1. Will have the 1-pager for what to expect as well
    - **Alexis will send the list of ACES reps for all events to Michelle to put into the messaging document.**
    - ACES to think about messaging that tie into summer concert series
    - Farmers Markets – a best opportunity to reach people (fall 2025)
        1. **Think about best messaging for these events.**
- ACES-Council Dinner Discussion Items
    - Board is aligned, and knowledgeable in this space
    - 4/28 is the dinner (6-7pm) – often turns into a bit of a free for all
    - For this Board – a good place to ask for help (communications, in person events, etc.)
        1. Normalizing and being an example
    - Board education/Decarb 101, other future education series
    - Budget/action plan
    - Community Engagement
    - Compost behavior change
    - For the board dinner, give them a survey for what they want to hear about as a future presentation/board meeting
    - **Alexis and Jim to consolidate before the meeting, consulting last year's notes for the dinner as well**
- Action Items

- **Alexis will send the list of ACES reps for all events to Michelle to put into the messaging document.**
- **ACES to continue to populate messaging for 2025 events**
- **Discussion on raffle winner engagement**
- **Alexis and Jim to consolidate ideas for the Board Dinner**

5. Adjourn 7:14pm
    - Michelle motion
    - Lisa second
    - All approve

AGENDA
ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)
April 10, 2024
5:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

1. Call Meeting to Order 5:30 PM
2. Preliminary Matters
    - Roll Call
      Present: Jim Zarske, Michelle Gazarik, Lisa Barnes, Nikki Hewett, Sarah Nick
      Absent: Miles Hoffman, James Lester, John Schallau,
      Staff present: Alexis Bullen
      Town Council Liaison present: Jenn Kaaoush
      Maria Galvez (visitor from Monarch High School)
    - Approval of Agenda:
      Lisa moved to approve, Nikki seconded, unanimously approved
    - Public Comment (limit 5 minutes/person): None
3. Updates
    - Town Council Liaison
        - Thanks to Alexis for the document about sustainability that she provided for the Consortium of Communities meeting.
        - Town Council is starting discussions about budget.
        - Town Council has not received many comments about the new waste disposal service
    - Town Staff
        - Superior received WaterNow Alliance Project grant for consultant help on non-functional turf removal
        - Superior hired Risking Joy to begin our compost behavior change project with the Boulder County Sustainability Grant funds. A survey is the first step.
        - The new disposal service has started. Residents will receive their first bill for the new service on May 11.
        - Superior is doing another round of solar co-op with Boulder County.
4. Discussion Items
    - Budget Brainstorm
        - Staff suggestions:
          Xeric planting in Rock Creek Medians
          Sustainability additional to the pool renovations (EV charging, etc.)
          Support $50K grant for electrification projects
        - ACES member suggestions:

Develop partnerships and look for resources
Measuring devices
Upgrade electrical service for food trucks (from $50K grant?)
Solar panels for lights/signs
New bike racks (to replace oxidized bike racks)
Educational workshops
Public trash bin covers – consider different ideas for recycling (clear bins, faces on bins, vertical signs, etc.)
Waste audit of public bins – possibly by ACES team members

- ACES will have a pre-meeting at 5:00 PM next month to determine budget recommendations.

- ACES-Council Dinner Discussion Items - April 28 6:00 – 7:00 PM
  - Intro from ACES Chair
  - Asks of Town Council for events and resident topics
  - Budget Discussion
    - Medians
    - Pools
    - Turf removal and policy roadmap outcomes
    - Decarbonization Plan
  - How can ACES support the Town Council for future sustainability presentations:
    - Electrification/decarbonization 101
    - Carbon offsets, credits, RECs
    - Race to net zero and science-based targets
- Action Items
  - 2026 Budget Recommendations

5. Adjourn: 7:15 PM
   - Lisa moved to adjourn, Jim seconded, unanimously agreed to adjourn.

AGENDA
ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY (ACES)
May 8, 2024
5:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

1. Call Meeting to Order 5:32pm
2. Preliminary Matters
    - Roll Call
      Present: Jim Zarske, Michelle Gazarik, Miles Hoffman, James Lester, Lisa Barnes, Sarah Nick, John Schallau
      Absent: Nikki Hewett, John Heckman
      Staff present: Alexis Bullen
      Town Council Liaison present: Jenn Kaaoush
    - Approval of Agenda
        - Michelle motions to approve
        - Miles second
        - Motion passes
    - Public Comment (limit 5 minutes/person)
        - None
3. Updates
    - Town Council Liaison
        - Jenn couldn't make the dinner, so asked for how Town Council dinner went (later discussion item, so tabled)
        - Town Council has received emails from Rock Creek HOA residents asking not to go on Town waste contract in 2028 solely based on the HOA led survey. Town is reading and responding to emails as possible and providing fact-based responses.
    - Town Staff
        - Partnered with Chamber to create and award the Green Business Award, given to Tequila Y Mezcal.
            1. The restaurant has invested in upgrading space and machinery
            2. ACES can use extra 4 tix - let Austin know if you want to attend
            3. Wednesday, June 4th in the evening is the celebration
        - Comp plan update - engagement ongoing with residents.
            1. Will get another update next month from the Town
        - Speaker series on housing, transportation, open house for residents
        - Nature Based Solution Toolkit (Link)
        - Republic is open to ACES touring their compost site. Alexis to send out a doodle poll (site is in Bennett)

- Austin will be the staff liaison next month (Alexis out for a conference) - Compost behavior change consultants will join and Planning will present on Comp Plan

4. Discussion Items
    - ACES-Council Dinner Debrief
        - Jim led conversation and recap.
        - Most of ACES were present at the dinner.
            1. Thanked Council for all accomplishments so far
            2. Asked about public-developed sustainability ideas/initiatives
                a. People like the goats for grass
                b. Mentioned composting training coming up – get more residents involved.
                c. Survey should be live on new waste processes.
                d. Discussed herbicides and pesticides - informed by OSAC/Parks
            3. Budget review - main topics, good/better/best for median turf solutions. Also think about turf removal include the strips between sidewalk and road.
            4. Alexis discussed Northern Water partnerships
            5. Pool and O&M building sustainability opportunities
            6. Decarbonizing town facilities - can set a cap and get scope from contractors (how to develop actionable steps to decarbonization)
            7. Future presentations for ACES to the Town Board (Electrification, Carbon credits, race to net zero, etc.)
            8. Town brought up some residential turf removal, community gardens - could we offset taxes by using their property - could be difficult.
            9. Pool assessments - encouraged the board to ask hard questions to the contractors - can we electrify pool heating, solar hot water heating, etc.
        - Discussion on process for contracting for the pool work. When can public examine the work proposed. Parks and rec in charge of the project. They toured other pools, looked for sustainability aspects, etc. Sustainability is invited as part of the process.
            1. Could put in OPR to drive more sustainability aspects of RFP responses. Discussion on whether ACES could participate in standards development
    - Neighborhood Eco-Leaders
        - Compost caddy giveaway/ambassadors (thanks to John, Lisa, Mike Foster)
            1. John and Lisa - connect with the neighborhood to give away caddies
                a. Reps in all areas except Calmante
                b. DTS is struggling to engage, others are giving away the caddies.
                c. Gateway to answering questions from residents on composting

d. Bring in the Eco leader network - through EcoCycle - learn about zero waste strategies and diversion strategies. Goal of becoming the neighborhood liaison. Nikki may be interested as well
e. Discussion on CSA impacts and opportunities
f. Discussion on hosting tables at summer concerts
g. Action item: Invite Molly (EcoCycle) to host a Superior Eco Leaders training for ACES and others in Superior

- Events
  - Electrification Expo
    1. Event will be similar to last time
    2. Tables inside, EV ride and drive, showcase, etc.
    3. Causal/mingle/etc.
    4. Compost workshop 1-2, 2-3 - growing your own (still spots left)
    5. Lisa and Michelle to use induction to make chocolate covered strawberries
  - National Trails Day
    1. Michelle will be tabling for EcoCycle - do we want a table? ACES decided no, and Michelle can rep us as well.
  - Giveaways
    1. Swag - 50 bags, 40 utensil kits, compost caddies, does ACES want more?
    2. Discussion on gift cards vs. physical items
    3. Move this discussion to next meeting. Action: review events spreadsheet at the pre-meeting, define the process and needs. Alexis to confirm budget.
    4. ACES seemed to like the idea of gift card raffles instead of swag.
- Finalize 2025 budget asks
  - Ready to vet items.
  - Currently no budget so ACES should support the effort (xeriscaping/pool renovations - good/better/best to the xeriscape bullet)
  - Agree for pool. Consider - solar hot water system, solar with boiler back up.
    1. Also ensure pool covers, heat pump/electrified pool buildings.
  - For the matching grant funds, they would support various grant applications - money would go to general fund if not used.
  - Could do a decent decarb study for $50k – roadmap RFP approach.
  - All other items are not an effective use of town's budget.
    1. Miles: Motion to support the proposed on-going sustainability operating budget, as well as modified staff recommendations of xeric planting in Rock Creek medians, "above and beyond" sustainability additions to the pool renovations and $50k in sustainability grant match funding and an ACES proposed recommendation of an additional $50k for a building

decarbonization roadmap for Town facilities. Jim seconds. Motion passes

5. Adjourn (7:19).

   Michelle motions. Jim seconds. Motion passes.

MEETING NOTES
Cultural Arts & Public Spaces Committee (CAPS)
APRIL 24, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom or view the meeting on YouTube (closed captioning available). The recording of the meeting will be made available after the meeting on YouTube and at SuperiorColorado.gov

1. Call Meeting to Order
   Chairman Andrew Vaughan called the meeting to order at 6:02 p.m.

2. Preliminary Matters
   a. Roll Call: Andrew Vaughan, Stephanie Coffin, Chris Nunes, Susan Chevalier, Brandon Opalka, Sherry Smith, Suz Benson
      Absent: Liza McKenzie
      Staff Present: Jennifer "JG" Garner, Arts and History Supervisor
      Town Council Liaison Present: Neal Shaw

   b. Approval of Agenda
      Susan moved to approve the agenda, Stephanie seconded.
      Unanimously approved.

   c. Public Comment (limit 5 minutes/person)
      There was no public comment.

3. Staff Updates:
   a. Q1 Budget Report
      JG presented the Q1 budget report and indicated there has not been much spending thus far.

   b. Revised Programming Calendar
      JG reviewed changes to the programming calendar, specifically addressing the seven music events. Given the four staffers in charge of dedicated Town events and programming, plus the high volume of Town programming overall, there is concern about need for longer term planning, potential event oversaturation and/or programmatic overlap. JG, Mikaela and Suz met to discuss suggested adjustments with the outcome of potentially moving the two senior music workshops to the SCC's senior program lineup, the Swiftie Karaoke and Battle of the Bands to Town Events.

   c. Communications Deadlines
      Reminder of upcoming content deadlines for JG and the Communications team.

   d. Lot 8 Development and Public Art

JG and Neal shared the upcoming development of Lot 8 into apartment housing and the public art developer agreement. CAPS may be consulted for input but will not have decision-making authority in this matter.

4. General Updates & Debriefing
    a. Updates
        i. Marshall Fire Remembrance Subcommittee
        Andrew provided an update on the all-advisory group subcommittee and that a rough draft RFQ has been submitted to the PROS project manager for review and posting. Regarding fundraising and the possibility of a foundation formation, Neal discussed the possibility of a reorganization of Superior Rising.

    b. Debriefing
        i. Superior Pairings: Art Meets Nature
        Susan shared that the event was well attended and considered it a success. Plans are underway for future events, with the hope of utilizing the new downtown location. Videographers documented the event and it was also livestreamed to Channel 8 and YouTube.

    c. Upcoming Events
        i. Photo Walk; Saturday, May 10, 4:00–6:00 p.m.
        Andrew reported that all preparations are complete and no further needs were identified for the event.

        ii. Drum Circle; Sunday, June 8, 11:00 a.m. at Purple Park
        JG stated that the event time was updated to 11 a.m. from 9 a.m. to minimize noise disturbance for neighbors. The event is ready and only requires signage, but Suz will need to help finalize that planning.

5. Work Plan Check-In
    a. Stained Glass Workshop June 21
    Stephanie will send photos and a supply list to JG; the workshop is already scheduled and expected to run efficiently.

    b. Superior Pairings #3 June 24
    The event is fully scheduled, and most preparations are complete.

    c. Geocaching Initiative
    Stephanie provided visual examples of geocache boxes and described typical contents, along with guidelines in accordance with Geocaching.com. She will send JG the necessary application, swag ideas, and compliance requirements.

    d. Rainworks Project
    Sherry shared details on the longevity of Rainworks and how the art continues to appear for several weeks after application. She will send purchasing information to JG. Installation locations will be presented at the next meeting.

    e. Civic Center Digital Exhibit June 18
    While the event is not yet finalized, Chris discussed continuing with the previously agreed-upon plan for CAPS having a digital exhibit at the space. He will coordinate with Mikaela and/or JG to prepare and install the screens. Exhibit content to be shared at the next meeting; JG reminded that the exhibit(s) need to be Mp4 files on thumb drives to operate smoothly on the screens.

f. Music Events
Suz reviewed the upcoming music events and discussed potential changes to locations. Final details will be determined as the event dates approach.

g. Mural Planning
Discussion was tabled until the next meeting.

h. Artwork Plaques
JG, Andrew, and Dalton (SHC) met to discuss various plaque types and QR code possibilities and how the two committees and respective Town collections could be consistently identified. Andrew shared examples of plaques and QR uses. CAPS approved of the candidate design options, so Andrew, JG, and Dalton will continue to move this forward.

6. Discussion Items
   a. Neighborhood Sponsorship Proposal (Vote)
   Stephanie moved to approve the sponsorship application in the amount of $500 for mulch within the Lanterns Lane mailbox area. Motion was seconded by Susan.
   Unanimously approved.

   b. Prairie Dog Rollout Update
   JG shared an inventory page of where all eleven of the prairie dog sculpture are currently residing and where plans are for five of them to go. The baseball prairie dog remains in need of repair, which Stephanie will complete this spring. JG will continue to coordinate with the Parks team to install the three sculptures at their designated locations, and one at the Civic Center.

   c. Council-Committee Dinner Planning
   A reminder was issued regarding the need for agenda and budget planning for the upcoming dinner scheduled for Monday, August 25. Neal suggested very high-level budget planning.

   d. Noble Wins – Sustainable Public Art Furniture
   Discussion item noted; further details to be presented at a future meeting by JG.

   e. ARTery Future Plans
   There is a possibility of reworking the path and will require further discussion and input from CAPS in an upcoming meeting.

7. Andrew moved to adjourn the meeting at 7:58 and it was seconded by Stephanie.

Next Meeting: Thursday, May 22, 2025, at the Superior Community Center

AGENDA NOTES
OPEN SPACE ADVISORY COMMITTEE
MAY 14, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom or view the meeting on YouTube (closed captioning available). The recording of the meeting will be made available after the meeting on YouTube and at SuperiorColorado.gov

1. **Call Meeting to Order (6:00):** The meeting was called to order by the chair at 6:00pm.
2. **Preliminary Matters**
   a. **Roll Call (6:00):**
   Present: Todd Gleeson, Joann Maneri, Amber Greves, Michael McDonnell, Kara Neuse (Chair), Rita Trainor (Vice Chair), Christi Verbeck and Jeff Wade. The members present constituted a quorum.
   Absent: Tracey Bain
   Staff Present: Phary Om (Ranger, Staff Liaison), Leslie Clark, (PROS Director)
   Town Council Liaison Present: Mike Foster
   Public Attending/Online: none
   b. **Agenda Approval (6:05):** The chair asked for any corrections or additions to the agenda. None being offered, the agenda was approved by consensus.
   c. **Public Comment (limit 5 minutes/person) (6:07):** There were no public comments in person or virtually.
3. **OSAC Discussion Items**
   a. **Staff & Town Council Liaison Updates [Leslie/Phary/Mike] (6:15):**
   Phary Om: Purple Park Fishing Clinic was a success. Attendance included 40 kids plus parents. Pollinator events cancelled due to plant unavailability; will reschedule for June/July. Weed Warriors event at Miner's Park May 21, 9-11am. Migratory Bird Day Saturday May 17. Attending OSAC members to receive final assignments.
   Leslie Clark: Coyote Ridge parking lot construction documents being finalized for bids. Goat grazing this summer will start in July and include five Town areas. Town missed deadline for BOCO Youth Corps application so will sponsor its own Youth Steward Program with youth leader and 6-8 "stewards" to be hired.
   Mike Foster: Appreciated OSAC turnout at Town of Superior (TOS) Council dinner last month, and acknowledged Town 15 citizen input to Council that followed. Judge

decided against TOS position on JeffCo Airport lawsuit. Town will appeal with appeal decision likely 12-18 months away. Marshall Fire lawsuit tentatively scheduled to go to trial in September.

b. **Butterfly Pavilion-Harney Lastoka Open Space Study Report (6:25):**
Madeline Barr, Community Habitats Coordinator at Butterfly Pavilion presented Powerpoint summary and handout on results from 2024 transect study of Harney Lastoka Open Space (HLOS) vegetation conducted for the ToS by Restoration Master Volunteers trained in plant identification by Butterfly Pavilion. Data from June-August, 2024 from six transects equally distributed North and South of Rock Creek in HLOS indicated that at that time vegetation covered approximately 78% of surface area, native plant species covered 19% and 38% of surface area (South and South transects respectively), and 57% and 39% introduced species (South vs North). Dominant species were identified. There was no pre-grazing data collected so no conclusions could be drawn regarding goat grazing impacts on vegetation. Butterfly Pavilion and ToS will collaborate on future vegetation studies and will consider study designs that will allow insight into goat grazing effects on open space vegetation.

c. **Designing Resilient Urban Landscapes (6:35):**
OSAC reviewed the Urban design toolkit produced for Boulder County that promotes urban climate resilience and maximization of green infrastructure. The toolkit summary and link to the toolkit can be found at https://content.govdelivery.com/accounts/COBOULDER/bulletins/3dc6675. Toolkit was referred to Wildlife Encouragement and Wildfire Teams for possible use.

d. **Boulder County Landscape Architects to help with Coyote Ridge Trail Design (6:45):**
Councilman Foster reported that BOCO currently has no capacity to provide Coyote Ridge trail design expertise. He did share a short list of consultants that have been used by BOCO Open Space.

e. **Property Evaluations (6:55):**
Rita Trainor sent OSAC members an Excel workbook for evaluating properties. Ranking criteria were discussed at length, including how to access property values and its importance in ranking. OSAC's role to assess property attributes from an open space perspective rather than balancing those considerations against potential tax revenue or other development opportunities was also discussed and reaffirmed. Updated tax assessor data on property values will be provided and OSAC members are to complete rankings by May 31.

f. **Town Council Meeting Issues (7:05):**
No additional issues were raised.

g. **Open Space Feedback on our Mission Statement for Town's Comprehensive Plan (7:15):**
OSAC reviewed the Mission Statement for PROS for inclusion in the TOS Comprehensive Plan. Suggestions to simplify the mission statement were made but were found to conflict with some of the essential roles played by the Town's Parks and Recreation programs. Associated goals were modified to include reference to the Open Space Management Plan. A possibly revised Mission Statement will be revisited by OSAC next month.

h. **Naming Trails (7:25):**

Leslie Clark supplied two samples of trail naming policies. OSAC will consider in June adopting a trail naming policy drafted by Rita Trainor based on the City of Greeley policy that outlined naming process and favored naming based on native species of plants or animals or individuals central to area history.

i. **Coyote Ridge Consultant for Implementation Plan (7:35):**
There was agreement by OSAC to prepare in collaboration with PROS Director Clark a Request for Proposals/Bids for a trail consultant to evaluate Coyote Ridge trails for safety, erosion, and habitat impact and to suggest a timeline for future work. Consultant work to be funded from current year funds. A discussion to fund actual trail work next budget year on Coyote Ridge trails by a Youth Corp team or hired contractors will be incorporated into OSAC's June budget conversation.

j. **OSAC Roundtable (7:45):**
Joann Maneri reported that WET would be touring the Grasso Park renovations.

k. **Reminders (7:55):**

3.k.1.1. National Trails Day Event Saturday June 7, 9am-12pm at Coalton Trailhead

3.k.1.2. Migratory Bird Day Saturday May 17, 9am-12pm at Purple Park

4. **Standing Updates (8:05):**

a. **Raptor Program:** Peter Ruprecht sent OSAC a May activity update that announced the first sighting of a long-eared owl in Superior.

b. **Wildlife Monitoring Program:** No updates.

c. **Wildfire Update:** No updates.

d. **Prairie Dog Plan Update:** Amber Greves restated concerns about increased prairie dog activity on the western shoulder of McCaslin along BOCO Open Space and their likely migration across McCaslin into Town 15 with associated roadside mortality.

e. **Habitat Preservation Update:** Leslie Clark: TOS has consulted with MHFD who will develop a re-vegetation plan associated with any hazard tree removal in the future.

f. **Grant Asks:** No updates.

g. **Migratory Bird Day Activity:** Nothing additional to report.

h. **Communications Update (for Kevin Colon):** Leslie Clark indicated that a second reminder of the public survey on open space management preferences will be communicated.

5. **Adjourn:** The Chair declared the meeting adjourned at 8:22pm.

MEETING NOTES
SUPERIOR YOUTH LEADERSHIP COUNCIL
May 7, 2025
6:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom or view the meeting on YouTube (closed captioning available). The recording of the meeting will be made available after the meeting on YouTube and at SuperiorColorado.gov

1. Call Meeting to Order
2. Preliminary Matters
    a. Roll Call
        i. Staff present: Jeremy Hoffman, Katie Haldeman
        ii. Trustee Liaison present: Councilmember Mike Foster
    b. Approval of Agenda: Agenda approved
    c. Public Comment (limit 5 minutes/person) No public comment
3. Team Building Councilmembers shared highlights of their weeks!
4. Youth engagement in Town spaces w/ Alex Haefling
    a. Presentation on comprehensive plan - youth centered public participation and public spaces
    b. Youth have unique perspectives and wishes for what they want to see in their community–how can we center youth voices in decision making?
    c. "Third spaces" for teenagers
    d. Council split into two groups to add notes to a map of Superior about where they do/do not feel welcome as teenagers.
    e. Councilmembers completed feedback sheets about their hopes for youth engagement.
    f. Any additional feedback can be sent to Alex: planning@superiorcolorado.gov
5. Discussion Items
    a. Upcoming events
        i. 4th of July kickball (June 28th & July 4th)
            1. We have two (2) individuals signed up right now
            2. 4th of July on a Friday and softball league running right now may be creating conflicts

3. Ideas: reaching out directly to local businesses to ask if they want to participate or have a team, contact previous participants, promote at National Trails Day, yard signs, contact Superior Chamber of Commerce (Rachel)
4. Workgroup for marketing: Rachel, Kai, Sebi, Brek, Annie, Ashna
    a. Group will distribute flyers together, meet to reassess if we should move forward with kickball

ii. Senior Send Off (August meeting)

1. Any requests for where to celebrate?
    a. Ideas:
        i. Top Golf, but may be too expensive
        ii. Boondocks
        iii. Trampoline park
            1. Create carpools if we want to go somewhere farther away
            2. Decide June meeting
2. Prep for replacements for Senior Chair positions
    a. Brek, Josh, and Ashna will be graduating, leaving openings for both vice chair and secretary roles
    b. Talk to one of them if you are interested! Council will hold elections at the beginning of next session.

iii. Metro Mayor day (August)

iv. National Trails Days volunteering

1. Saturday, June 7
2. SYLC table
3. Volunteers: Brek, Ashna, Corinne, Om, Annie, Lisa, Aavika, Elle, Sebi, Neel

v. 4th of July volunteering / tabling

1. Volunteers on day: Rachel, S, Sebi, Elizabeth, Emma, Ella, Corinne, Brek?
2. No table, have volunteers run kickball (if it happens), or volunteers will do general event help

6. Staff Updates
    a. Autrey Disc Golf course now open
    b. July 2nd meeting
        i. Council vote on July meeting, decided no July meeting
    c. Civic Space opening
        i. Need volunteers for grand opening, June 18th 5 pm – 8 pm.
            1. Coloring studio and yard games.
            2. Volunteers: S, Elizabeth, Elle, Emma

7. Council Updates
    a. Council will be hearing from consultants about the pools at the Monday meeting.
    b. Council is appealing court decision on Rocky Mountain Airport, trial will take 12-18 months to resolve.
    c. Civic space opening!
8. Adjourn
    a. Meeting adjourned